



MEMORANDUM

City of Venice

Finance Department

TO: Ed Lavallee, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: October 8, 2018

COUNCIL APPROVAL: Yes

MEETING DATE: October 23, 2018

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Approval of Contract Amendment #1 with Magnum Builders of Sarasota, Inc., in the Amount of \$3,826,158, for the Water Treatment Plant Building Improvements Project

Background:

Request for Qualifications (RFQ) 3056-17 for Construction Management Services for City of Venice Water Treatment Plant Building Improvements was distributed on February 8, 2017. Five (5) proposals were received.

An evaluation committee met to review, discuss, and score the proposals received on April 17, 2017. The Evaluation Committee recommended Magnum Builders of Sarasota, Inc. as the top ranked Proposer. On September 12, 2017, City Council approved a Pre-Construction Services Agreement in the amount of \$66,619.50, which included development of a Guaranteed Maximum Price (GMP) for the Project.

Staff has negotiated a GMP in the amount of \$3,826,158, which exceeds the \$3.7 Million appropriation remaining for this project authorized by City Council on March 27, 2018. The additional expense is due to increased materials costs and will be absorbed by the Utilities Fund Capital Projects budget.

Requested Action: Approval of Contract Amendment #1 with Magnum Builders of Sarasota, Inc. in the amount of \$3,826,158 for the Water Treatment Plant Building Improvements project

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): Funds appropriated in the Utilities Fund for Fiscal Year 2019

ORIGINAL(S) ATTACHED: Amendment 1, Recommendation from the Utilities Department

Cc: Javier Vargas, Utilities Director
John Banks, Project Manager



MEMORANDUM

City of Venice

Utilities Department

TO: Peter Boers, Procurement Manager

THROUGH: Javier Vargas, Utilities Director

FROM: John A. Banks, Jr., PE, Utilities Project Manager

DATE: September 28, 2018

COUNCIL APPROVAL: Yes

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Water Treatment Plant Building Modifications; Construction Manager Contract

Background: The subject project was developed to make necessary improvements to the external structures, including upgrading the appearance of the four main buildings at the water treatment plant to be consistent with the Venetian Theme architectural features. Fawley-Bryant Architecture was selected by the City to design the project. The project was initially bid in 2016; however, only one bid was received and was rejected. Thus it was determined the project should be developed to utilize a Construction Manager at Risk (CMR) procurement approach. The CMR contractor was selected based on a qualifications based selection process. Magnum Builders of Sarasota were selected as the CMR. The first phase of the CMR contract was for pre-construction services where the CMR worked with the Architect to value engineer the project to achieve maximum efficiencies with respect to budget and schedule. The end result of this effort was to develop a guaranteed maximum price (GMP) for the construction phase of the project. Several rounds of draft GMPs were submitted and negotiated. Every effort was made to reduce costs without detracting from the original intent of the project. The GMP submitted and recommended by City staff is for \$3,826,158. This result is slightly higher than the previous estimated provided to City Council on March 27, 2018, primarily due to increases in commodity pricing for steel and other raw materials.

Scope and Schedule: Construct exterior building improvements to Building A, Building B, Building C and the HSP Building at the Water Treatment Plant. Final completion of the project is scheduled for December 2019.

Benefit: The project will provide for physical upgrades to the exterior of the buildings including repairs to roofs, exterior walls, and windows to improved severe weather protection, and architectural improvements to be consistent with the Northern Italian Renaissance

architectural style. The project is also LEED friendly and will result in more energy efficient buildings. The project ensures the needed improvements result in furthering the visual character of Venice and potential redevelopment of the Seaboard area.

Requested Action: The Recommendation for Construction Phase Contract Amendment for the GMP should be placed on the next available City Council meeting agenda for approval.

If further information is needed, please do not hesitate to contact me.

ORIGINAL(S) ATTACHED: Contract Amendment with Exhibits

Cc: Kelly Treat

**CONTRACT AMENDMENT NO. 1
TO AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES -**

This Contract Amendment is made and entered into upon execution by both parties by and between **CITY OF VENICE**, a political subdivision of the State of Florida, hereinafter referred to as the "**CITY**," and **MAGNUM BUILDERS OF SARASOTA, INC.**, hereinafter referred to as "**CONSTRUCTION MANAGER**," to complete construction of the City of Venice Water Treatment Plant Building Improvements Project.

WITNESSETH

WHEREAS, the CITY and the CONSTRUCTION MANAGER entered into an Agreement for Construction Manager at Risk Services - ("Contract" or "Agreement"), dated October 3, 2017, for the City of Venice Water Treatment Plant Building Improvements Project ("Project"); and

WHEREAS, the Contract authorized Preconstruction Phase Services; and

WHEREAS, the CITY and the CONSTRUCTION MANAGER now wish to amend the Contract to provide for Construction Phase Services of the project to complete the construction of the Project.

NOW THEREFORE, the CITY and CONSTRUCTION MANAGER in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The CONSTRUCTION MANAGER'S services in this Amendment shall mean the services as described in Exhibit A, Construction Phase Services, attached and incorporated herein.
2. The Contract amount is increased with this Amendment in the amount of Three Million, Eight Hundred Twenty-Six Thousand, One Hundred Fifty-Eight and 00/100's dollars (\$3,826,158.00). The Contract amount, as increased herein, is further detailed in Exhibit B, GMP Summary, attached and incorporated herein. The revised Contract amount is Three Million, Eight Hundred Ninety-Two Thousand, Seven Hundred Seventy-Seven and 50/100's dollars (\$3,892,777.50).
3. The Project Schedule as used in this Amendment shall mean the timeline prepared by the CONSTRUCTION MANAGER and approved by the CITY for accomplishing the construction of the Project, which is attached and incorporated herein as Exhibit C, Project Schedule. The Project Schedule shall include all major sequences of the construction work, material supplies, long-lead procurement, Design Consultant's approval of shop drawings, schedules for Change Orders, if any, and performance testing requirements.
4. The Construction Documents as used in this Amendment shall mean Exhibit D, Enumeration of the Project Documents, attached and incorporated herein, as well as revisions to the Construction Documents as provided for herein.

5. The CONSTRUCTION MANAGER'S Key Personnel as used in this Amendment shall mean those individuals identified in Exhibit E, CM's Key Personnel, attached and incorporated herein.
6. The CONSTRUCTION MANAGER'S Clarifications and Exclusions to the Contract Documents as identified in Exhibit F, Clarifications and Qualifications, are attached and incorporated herein.
7. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the CITY and CONSTRUCTION MANAGER have executed this Amendment as of the last date written below.

WITNESS:

MAGNUM BUILDERS OF SARASOTA, INC.

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Title: _____

Date: _____

CITY OF VENICE

BY: _____
JOHN HOLIC, MAYOR

DATE: _____

ATTEST:

By: _____
LORI STELZER, CITY CLERK

Approved as to form and correctness:

By: _____
KELLY M FERNANDEZ, CITY ATTORNEY

EXHIBIT A CONSTRUCTION PHASE SERVICES

This Exhibit contains a list of contract provisions applicable to the Construction Phase, and shall supplement the other provisions of the Agreement which shall remain in effect during the Project. This list is not exclusive, and is subject to modification at the discretion of the CITY as mutually agreed.

I. Additional Definitions

- A. **Owner's Contingency:** The Owner's Contingency shall mean a sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent.
- B. **Milestone:** A principal event or Work item, specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- C. **Notice to Proceed:** A written notice given by the CITY to the CONSTRUCTION MANAGER fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Contract. The Notice to Proceed will fix the dates of Milestones, where applicable, Substantial Completion, and Final Completion of the Contract, based on the stipulated Project Schedule.
- D. **Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the CONSTRUCTION MANAGER and submitted by the CONSTRUCTION MANAGER to illustrate some portion of the Work.
- E. **Underground Facilities:** All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, reuse water, storm water, other liquids or chemicals, or traffic or other control systems.

II. Licenses

The CONSTRUCTION MANAGER shall be licensed at all times during the term of this Agreement to do business as a State Certified General Contractor with the State of Florida.

III. Notice to Proceed

The services to be rendered by the CONSTRUCTION MANAGER shall commence upon the CONSTRUCTION MANAGER'S receipt of the written Notice to Proceed from the CITY'S Administrative Agent. Within five (5) calendar days after issuance of the Notice to Proceed, the CONSTRUCTION MANAGER shall deliver

to the Administrative Agent a detailed Project Schedule. This Project Schedule shall also include the calendar dates for the delivery or completion of all documents, reports, or other data, as required by this Agreement.

IV. Concealed or Unknown Conditions

If the CONSTRUCTION MANAGER encounters conditions at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unanticipated physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CONSTRUCTION MANAGER shall promptly provide notice to the ADMINISTRATIVE AGENT and Engineer before conditions are disturbed and in no event later than five (5) days after first observance of the conditions.

V. Compensation and Payment for CONSTRUCTION MANAGER'S Services

A. The CITY shall pay the CONSTRUCTION MANAGER for the services and Work rendered hereunder and completed in accordance with the terms of this Agreement and any exhibits or amendments hereto, as follows:

CONSTRUCTION MANAGER shall be paid a total amount not to exceed **Three Million, Eight Hundred Twenty-Six Thousand, One Hundred Fifty-Eight and 00/100's dollars (\$3,826,158.00)**. "GMP," for those services and Work contained in this Agreement, which Work shall be completed within Exhibit C, Project Schedule, and shall be compensated in accordance with Exhibit B, GMP Summary, each Exhibit being attached hereto and made a part of this Agreement. The sum total of the Cost of the Work, the General Conditions, Insurance, Payment and Performance Bonds, the CONSTRUCTION MANAGER'S contingency, the CONSTRUCTION MANAGER'S Fee and the Owner's Contingency are together guaranteed by the CONSTRUCTION MANAGER not to exceed the GMP.

B. It is understood that the CM Contingency line item is within the GMP and is to cover costs and expenses of the CONSTRUCTION MANAGER incurred as a result of unforeseen or unanticipated events or circumstances that would normally be expected to be encountered in the construction of the Project. The CONSTRUCTION MANAGER may transfer amounts between and among the CM Contingency and line items, only as authorized by an Interim Field Change Agreement (IFCA) as defined in Article XXXIV, which will not be unreasonably withheld, as pricing becomes more certain and to cover cost overruns. If the scope of the contingency expenditure is defined as a Cost of the Work in the Contract, the IFCA shall be authorized. Each monthly report and application for payment shall contain a CM Contingency report including any item that the CONSTRUCTION MANAGER has requested to charge to the CM Contingency.

1. General Conditions Staffing is a fixed line item within the GMP. The CM Contingency shall not be utilized for increasing General Conditions staffing.

C. It is understood that the Owner Contingency line item is within the GMP and may be transferred into line items at the Owner's sole discretion and approval, subject to the CONSTRUCTION MANAGER's rights and responsibilities defined herein. Each monthly report and application for payment shall contain an Owner Contingency report including any item that the Owner has authorized to change into the work.

VI. The CONSTRUCTION MANAGER shall maintain an adequate and competent construction management staff and may associate with other qualified firms for the purpose of rendering services hereunder, without additional cost to the CITY and upon prior approval by the CITY'S Administrative Agent. The CONSTRUCTION MANAGER, however, shall not sublet, assign or transfer its work under this Agreement except as provided in Article XI of the Agreement.

VII. Lines of Authority

A. The CONSTRUCTION MANAGER shall establish and maintain lines of authority for his personnel and shall provide this definition to the Administrative Agent and all other affected parties such as the code inspectors of the governmental authority having jurisdiction, the Trade Contractors and the Design Consultant, to provide general direction of the work and progress of the Project and Trade Contractors.

B. The CONSTRUCTION MANAGER shall provide the Administrative Agent and all Trade Contractors with bid package definitions for the construction of the Project, containing beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to Trade Contractors and suppliers. It shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the CONSTRUCTION MANAGER'S work to the work of its Trade Contractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule.

VIII. Project Schedule

A. The CONSTRUCTION MANAGER shall submit an updated Project Schedule with each month's pay application. Project Schedule updates do not become incorporated into this Agreement until approved in writing by the Administrative Agent. The CONSTRUCTION MANAGER, at his discretion or as requested by the Administrative Agent, may submit Project Schedule updates for consideration more frequently than monthly. Additionally, upon identifying an event or occurrence with the potential to impact the Project Schedule as described in Article XLI, the CONSTRUCTION

MANAGER shall prepare an updated Project Schedule reflecting the possible impact(s) and shall submit the updated Project Schedule to the Administrative Agent for consideration within ten (10) days of the identification of said event or occurrence.

- B. The Project Schedule shall include all major sequences of the construction work, material supplies, long lead procurement, Design Consultant's approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CONSTRUCTION MANAGER shall hold job-site meetings at least bi-weekly with the Project Team and once each week with the Trade Contractors and the Design Consultant as needed, or more frequently as required by work progress, to review progress, discuss problems and their solutions, and coordinate future work with all Trade Contractors.
- C. Upon acceptance and written approval by the Administrative Agent of an updated Project Schedule, all prior approved Project Schedules shall be deemed superseded and shall not provide a basis for any claims of delay made by the CONSTRUCTION MANAGER.

IX. Project Management Information System - Not Used

X. CONSTRUCTION MANAGER'S Key Personnel

- A. The CONSTRUCTION MANAGER shall ensure that those key personnel identified in Exhibit E, Key Personnel, attached hereto and incorporated herein, shall remain assigned to the Project in their designated roles, for the duration of the Project.
- B. The CONSTRUCTION MANAGER shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSTRUCTION MANAGER'S key personnel must receive the Administrative Agent's written approval.
- C. The timely performance and completion of the required services are vitally important to the interest of the CITY. The CONSTRUCTION MANAGER shall assign a Project Manager acceptable to the Administrative Agent, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement

XI. Solicitation of Bids (Post-GMP) – Not Used

XII. General Conditions

- A. General Conditions Items shall be deemed to mean provision of facilities or performance of work by the CONSTRUCTION MANAGER for items that do not lend themselves readily to inclusion in the permanent work of the Trade Contracts. General Conditions Items may include, but are not limited to, the following:

1. Temporary Facilities
Temporary offices/field offices
Sheds
Toilets, Rental Toilets
Storage
Protection
First aid and facilities
Signage, project sign
2. Temporary Utilities
Temporary Light & Power, including utility hook-up/disconnect fees
Utilities costs during construction (sanitary, sewer, electrical) including on-site trailers.
Utility hook-up/disconnect Fees
Temporary Heat
Temporary Plumbing
Temporary Electrical
3. Hoist Facilities
Material Hoists
Personnel Hoists
Temporary Elevators
Scissor Lifts
Special Construction for Hoist
Specify Safety and protection for Hoist
4. Protection and Safety
Safety Labor
Safety Materials
Fire Extinguishers
Site Fencing, barricades and safety signage
Protect Finish Work
Traffic Control
Flagmen
Protect Existing elements
5. Cleaning
Cleaning Labor
Cleaning Materials and Equipment
Front-end Loader/Forklift
Trash Chute and Dumpsters
Rubbish Removal
Final Cleaning
Site Cleaning

6. Field Office
Laborers (related to CONSTRUCTION MANAGER's work)
Carpenters (related to CONSTRUCTION MANAGER's work)
Layout crews
Computer Systems, printers, faxes, etc.
Office Equipment & Furniture and supplies
Drawing reproduction (including bid document and specification reproduction for bidding)
Vehicles
7. Miscellaneous/General Expenses
Existing conditions surveys
Preconstruction Damage Surveys
Office supplies
Postage & Shipping & Deliveries
Express Mail/messenger services
Expediting
Scheduling
Travel and Expenses
Photography and Video
Surveying
Jobsite Signs
Job Radios and Chargers
Misc. tools and equipment
Travel
Printing, scanning, copying, postage, paper and drawing reproduction
Blueprint/Photostat
Phone Charges
Weather protection
Pumping
Pest control
Ceremonies
Alcohol and drug testing
Progress photos
8. Contract closeout
Warranties administration
Punch list activities and administration
All other items necessary to properly close out the work
9. Taxes and Other
Sales and Use tax for general condition items

XIII. CONSTRUCTION MANAGER Fees and Direct Costs of the Project

- A. The price for staffing will be included in the General Conditions. The staffing shall be listed as a separate line item in the GMP and that line item is included within the line item for the General Conditions Items. Costs for staffing include salaries and wages paid for labor in the direct employ of the CONSTRUCTION MANAGER under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable. The CONSTRUCTION MANAGER shall not be permitted to utilize or transfer Construction Manager or Owner's Contingency funds for the payment of any staffing costs without written approval of the Administrative Agent.
- B. COST OF THE WORK: The Cost of the Work consists of all the costs necessarily incurred by the CONSTRUCTION MANAGER in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Administrative Agent. Cost of the Work includes, but is not limited to, the items below, all of which are included in the GMP (unless otherwise determined by the Administrative Agent, as stated above).

Cost of the Work Items:

1. Payments made or obligated to be made for the costs of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
2. Payments due to Trade Contractors from the CONSTRUCTION MANAGER or payments made or obligated to be made by the CONSTRUCTION MANAGER to Trade Contractors for their work performed pursuant to Trade Contracts under this Agreement.
3. Payments made or obligated to be made for the transportation and maintenance of all materials, equipment and supplies excepting those provided for in the General Conditions.
4. Rental charges for all necessary machinery and equipment used at the site of the Project, whether rented from the CONSTRUCTION MANAGER or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Trade Contractor's or the CONSTRUCTION MANAGER's own forces in the performance of the work, said rental charges to be consistent with prevailing rates in the area for similar items.
5. The charges of premiums for all insurance and bonds that the CONSTRUCTION MANAGER is required to procure by this Agreement and any required increases in said insurance and bond costs excepting those provided for in the General Conditions.

6. Sales, use, gross receipts or similar taxes imposed by any governmental authority and for which the CONSTRUCTION MANAGER is liable.
7. Costs for clean-up, trash, waste and debris control and removal from the site.
8. Costs of all reproduction used for information purposes required by the Representatives to directly benefit the Project.
9. Costs for security systems for the Project, as required and approved by the Administrative Agent.
10. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space, excepting those provided for in the General Conditions.
11. Costs for temporary facilities, including temporary power and sanitary facilities.
12. Costs for testing of materials and equipment and inspection of the work.
13. Costs for all General Conditions, including salaries and wages paid for labor in the direct employ of the CONSTRUCTION MANAGER in the performance of the General Conditions under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable with respect thereto.
14. Record Drawings: Costs for updating as-built documentation.
15. Costs incurred in repairing or correcting damaged or nonconforming Work executed by Trade Contractors, but only to the extent that the cost of repair or correction is not recoverable by CONSTRUCTION MANAGER from applicable insurance or responsible Trade Contractors within a commercially reasonable period of time.

C. Discounts, Rebates and Refunds: Shall be in accordance with Section XXXVII-K.

XIV. Retainage

Retainage shall be withheld on the entire GMP from each monthly payment request, in an amount of five percent (5%) of the request. The CITY has no obligation to further reduce the retainage but may do so, provided however, that the Work has proceeded to the satisfaction of the CITY. All remaining retainage shall be requested in the Final Payment after Final Completion of the Work by the CITY.

XV. Accounting Records

The CONSTRUCTION MANAGER shall keep full and detailed account and exercise such controls as may be necessary for proper financial management

under this Agreement. The Administrative Agent shall be afforded full access to the CONSTRUCTION MANAGER'S records, books, correspondence, instructions, drawings, receipts, Trade contracts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project on an "open book" basis, and the CONSTRUCTION MANAGER shall preserve these for a period of five (5) years after final payment, or for such longer period as may be required by law after final payment. Trade contractors and subcontractors shall have the same obligations to maintain books and records and to permit audits. If any inspection of the CONSTRUCTION MANAGER'S or any Trade contractor or subcontractor's books and records or other documents reveals an overcharge, the CONSTRUCTION MANAGER shall pay to the CITY, or the CITY, at its election, may take a credit against future payments due to the CONSTRUCTION MANAGER, an amount equal to the overage. If, after the final accounting of the Project, the net total of all overcharges and undercharges is greater than Fifty Thousand Dollars (\$50,000) in the aggregate, the CONSTRUCTION MANAGER shall also pay all auditing expenses incurred by the CITY in determining the existence and amount of the overcharge, not to exceed Twenty Five Thousand Dollars (\$25,000).

XVI. Bonds

Following the CITY'S acceptance of the GMP and as precedent to approval of the Construction Phase Services Amendment, CONSTRUCTION MANAGER shall provide to the CITY a Performance and Labor and Material Payment Bond. The bonds shall be executed by the CONSTRUCTION MANAGER and a surety company authorized to do business in the State of Florida, in an amount no less than the GMP, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, material men, and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for said bond. Said bond shall be presented to the Administrative Agent for comment and shall be subject to the approval of the City of Venice.

XVII. Quality Control/Quality Assurance

- A. The CONSTRUCTION MANAGER shall develop and maintain a written quality control/quality assurance program, acceptable to the Administrative Agent to ensure that the quality specified in the Construction Documents is reflected in the actual construction of the Project. It shall supervise the work of all Trade Contractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and it shall continue to exert its influence and control over each Trade Contractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the CONSTRUCTION MANAGER and Design Consultant over acceptability of work and conformance with the requirements of the specifications and plans, the CITY'S Administrative Agent, shall be the final judge of performance and acceptability.

- B. The CONSTRUCTION MANAGER shall receive copies of all claims or reports issued by the Design Consultant or his consultants relative to the performance or acceptability of work.
- C. The CONSTRUCTION MANAGER shall be responsible and accountable for the quality control of the work.

XVIII. Trade Contractor Interfacing - The CONSTRUCTION MANAGER shall:

- A. Enter into contracts with the Trade Contractors, subject to approval by the Administrative Agent. Be the single point of contact between the Administrative Agent and Trade Contractors for the Project.
- B. Negotiate all Change Orders, requests for proposed change orders and Requests for Proposal with all affected Trade Contractors.
- C. Review the costs of those proposals and advise the Administrative Agent of their validity and reasonableness, acting in the CITY'S best interest, prior to requesting approval of each Change Order. Subject to the terms of Section XXXI of this Exhibit, before any work is begun on any Change Order, a written authorization from the CITY'S Administrative Agent must be issued. When health and safety are threatened, the CONSTRUCTION MANAGER shall act immediately to remove the threat to health and safety.
- D. Carefully review and check all shop drawings and forward the same to the Design Consultant for review and action. The Design Consultant will transmit within fourteen (14) calendar day's shop drawings back to the CONSTRUCTION MANAGER, unless otherwise directed by the Administrative Agent, and the CONSTRUCTION MANAGER shall issue the shop drawings to the affected Trade Contractor for fabrication or revision. Maintain a control system to promote expeditious handling of shop drawings.
- E. Request the Design Consultant to make interpretations of the drawings or specifications requested of it by the Trade Contractors and shall maintain a control system to promote timely response.
- F. Advise the Administrative Agent and the Design Consultant when timely response is required or has not been provided on any of the above, so as not to impact the Project Schedule. The Administrative Agent will affect a timely response from the Design Consultant in written form when necessary.

XIX. Permitting

- A. The CONSTRUCTION MANAGER shall secure all necessary permits not otherwise required to be secured and obtained by the Design Consultant, and shall ensure that all Trade Contractor permits are obtained, in a timely manner from the governmental authority having jurisdiction and all necessary permit fees are paid. The CONSTRUCTION MANAGER shall obtain all applicable building permits related to site development and utilization.

XX. Audio-Visual Pre-Construction Record: Prior to commencing the Work, the CONSTRUCTION MANAGER shall have a continuous color audio-video record in digital video format taken at and around the project site, and along the length of the proposed Work, to serve as a record of pre-construction conditions. No construction shall begin prior to review and acceptance of the digital video's covering the Work area(s) by the CITY. The CITY shall have the authority to reject all or any portion of the audio-video recordings and order that it be redone at no additional charge. The CONSTRUCTION MANAGER shall promptly reschedule the re-recording of unacceptable coverage after being notified. The CITY will designate those areas, if any, to be omitted from or added to the audio-video coverage. The audio-video recordings shall not be made more than thirty days prior to construction start. All audio/video recordings and written records related to the recordings shall become property of the CITY. Submittals of pre and post construction digital video recordings will be as specified in the Construction Documents.

XXI. Work Hours

- A. Regular working hours are defined as up to ten (10) hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M., excluding Saturdays, Sundays, and Holidays.
- B. Requests for approval by the CITY to work other than regular working hours must be submitted to the CITY at least 48 hours prior to any proposed weekend work or scheduled extended workweek hours.
- C. Periodic unscheduled work hours on weekdays will be permitted provided that two hours' notice is provided to the CITY. Maintenance and cleanup may be performed during hours other than regular working hours.

XXII. Erosion Control

Where certain thresholds are met relative to the amount of area disturbed by the Work, a National Pollutant Discharge Elimination System (NPDES) permit will be required and has been applied for by the Civil Engineer. The Construction Manager will obtain and follow the permit in accordance with the construction documents.

XXIII. Protection and Restoration of Public and Private Property

- A. The CONSTRUCTION MANAGER shall take all necessary precautions to prevent damage to public and private property. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the CONSTRUCTION MANAGER, or Subcontractors or agents, such property shall be restored by the CONSTRUCTION MANAGER, at the CONSTRUCTION MANAGER'S expense, to its original or better condition to that existing before the damage was done, or the CONSTRUCTION MANAGER shall make good the damage in another manner acceptable to the CITY.

- B. Should any claim be made by any adjacent property owner or occupant because of omission, neglect, or misconduct in the execution of the Work on the part of the CONSTRUCTION MANAGER, or its Subcontractors or agents, the CONSTRUCTION MANAGER shall promptly settle with such owners or occupants by negotiation or otherwise resolve the claim.
- C. Along the location of the Work, all sidewalks, streets, driveways, mailboxes, walks, lawns, landscaped areas, bushes, trees, shrubbery, irrigation systems and other above and below ground physical features shall be protected by the CONSTRUCTION MANAGER from damage due to the Work, and where disturbed or damaged, promptly restored to their original or better condition by use of similar or comparable materials. Fences, walls, and other features removed by the CONSTRUCTION MANAGER shall be replaced as soon as conditions permit. All grassed areas, which have been damaged by the CONSTRUCTION MANAGER, shall be re-graded, and sodded or seeded and mulched as directed by the CITY.
- D. Trees close to the Work shall be boxed or otherwise protected against injury. The CONSTRUCTION MANAGER shall trim all branches and roots that are liable to damage because of the CONSTRUCTION MANAGER'S operations, but in no case shall any tree be cut or removed without prior notification of the CITY. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. The CONSTRUCTION MANAGER shall abide by the CITY'S Tree Protection Ordinance.
- E. The protection, removal, replacement, and restoration of existing physical features along the line of Work shall be a part of the Work under the contract. Final Completion will not be provided, and final payment will not be made until all public and private property has been restored to the satisfaction of the CITY.
- F. In case of failure on the part of the CONSTRUCTION MANAGER to promptly restore damaged property, or make good such damage or injury, the CITY may, after providing seven (7) days written notice to the CONSTRUCTION MANAGER, proceed to repair, rebuild or otherwise restore such property and the cost thereof will be deducted from any monies due or which may become due the CONSTRUCTION MANAGER under the Contract.

XXIV. Protection of Historic and Archeological Resources

- A. If historic or archeological resources are encountered during the CONSTRUCTION MANAGER'S operations, the CONSTRUCTION MANAGER shall notify the CITY immediately, stop Work in the area until directed to restart, and proceed as directed below.
- B. According to Florida Statutes Chapter 872, it is unlawful to disturb, vandalize, or damage a human burial.
- C. In such cases, the CONSTRUCTION MANAGER shall move to another area of the

Work until the issue is resolved.

XXV. Inspection and Examination of the Work

- A. The CITY and/or authorized designee(s), shall have free access to the Work of the CONSTRUCTION MANAGER at any time for purposes of inspection and testing, and shall be reasonably assisted by the CONSTRUCTION MANAGER in conducting such inspections and testing of the Work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished Work. If a portion of the work has been covered that the Design Consultant has not specifically requested to examine prior to it's being covered, the Design Consultant may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the contract documents, cost of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such work is not in accordance with the contract documents, such cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner.
- B. The CITY will not supervise, direct, control, or have authority over or be responsible for the CONSTRUCTION MANAGER'S means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONSTRUCTION MANAGER to comply with laws and regulations applicable to the performance of the Work.
- C. All materials and equipment shall be subject to inspection, examination and testing by the CITY at any time during manufacture, and at places where manufacturing of the materials and equipment is taking place. The CITY may reject defective materials and equipment during manufacture or before or after they have been incorporated into the Work. If the CONSTRUCTION MANAGER fails to replace defective Work or rejected materials and equipment, the CITY may replace such materials and equipment or correct such defective Work and charge the cost thereof to the CONSTRUCTION MANAGER.
- D. No final inspection, acceptance of Work, materials or equipment or final or interim acceptance of same by the CITY or certification of the Design Consultant shall relieve the obligation of the CONSTRUCTION MANAGER to the CITY to do the Work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all terms and any obligations of the Contract.

XXVI. Right to Reject Defective Work

- A. The CITY has the authority to reject Work which is defective, or will not produce a completed Work that conforms to the Construction Documents or that will prejudice the integrity of the design concept of the completed Work as a functioning whole as indicated by the Construction Documents. The CITY also has authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. Prompt notice of all defective Work of which the CITY has actual knowledge will be given to the CONSTRUCTION MANAGER.

XXVII. Project Signage

- A. General: The CONSTRUCTION MANAGER shall furnish and install project signage as follows:

- 1. Construction Notice Signs: Minimum 2ft x 3ft signs, as required for public safety, temporary wayfinding and information purposes. These signs may be relocated from time to time as dictated by the phasing of the work.
- 2. Limits of Construction Fencing: Banner-type fabric screens, with content approved by the Administrative Agent, designed to cover construction fencing and screen construction activities from public view.

- B. Sign Locations:

- 1. Project Signs shall be placed at the locations designated by the CITY.
- 2. All signs shall be placed fully within CITY property rights.
- 3. All signs shall comply with applicable FDOT and local land development regulations.
- 4. Signs shall be placed at a position that will not obstruct pedestrian or vehicular traffic.
- 5. Signs shall be placed at a location that will not create a hazard.

- C. Project Sign Construction:

- 1. The project sign(s) shall be constructed of wood or other substantial material (example: plywood sheet with 4" x 4" supports and 2" x 4" cross braces).
- 2. The sign face dimensions shall allow four feet of clearance provided from the bottom of the sign face to ground.
- 3. Upon completion of the Project, the CONSTRUCTION MANAGER shall remove and dispose of the sign(s) and supports and restore the site to the satisfaction of the CITY.

- D. All project signage described herein or required by the Construction Documents shall be included in the GMP.

XXVIII. General Responsibilities – The CONSTRUCTION MANAGER shall have general responsibility for the functions set forth below and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:

- A. Maintain a hardbound Daily Construction Diary describing events and conditions on the site. Diary shall be maintained at the site during Construction Phase Services and available to the CITY and Design Consultant. A bound copy of the complete diary shall be submitted to the CITY at the conclusion of the Project.

- 1. As an alternative, CONSTRUCTION MANAGER may transmit an electronic

Daily Construction Diary to the Administrative Agent at the end of each day of operations.

- B. Maintain a roster of companies on the Project with names and telephone numbers of key personnel and provide a method of identifying workmen on site
- C. Establish procedures to assure compliance with federal and state immigration laws (if any) applicable to employment of non US citizens.
- D. Establish and enforce job rules governing dress, parking, clean-up, use of facilities and worker discipline.
- E. Provide reasonable labor relations management for a harmonious, productive Project.
- F. Provide a general safety program for the Project to meet OSHA requirements, including any corresponding safety and health requirements established by state and local authorities.
- G. Monitor compliance for Trade Contractors without relieving them of responsibilities to perform work in accordance with the CONSTRUCTION MANAGER'S Environment, Health and Safety (EH&S) Program. The CONSTRUCTION MANAGER may, with the permission of the CITY'S Administrative Agent, delegate responsibility for safety implementation and safety functions including the obligations hereunder to Trade Contractors performing construction work and who are responsible for directly creating, controlling and correcting conditions at the work site. The Project shall conform to the CONSTRUCTION MANAGER Global Minimum Requirements for EH & S Program, if applicable.
- H. Provide for engineering layout of the entire Project to ensure dimensional and elevation controls. Such engineering layout will be done from control axis and established benchmarks by a professional surveyor approved by the Administrative Agent.
- I. Provide for first aid services for the Project to the extent appropriate.
- J. Arrange for temporary fire protection during construction.
- K. Provide on-site office that supports the efforts of the CONSTRUCTION MANAGER and the Project administrative activities of the Administrative Agent.
- L. Timely communicate the Project construction schedule with neighboring affected parties, including information regarding traffic impacts and construction noise.
- M. Maintain, stay current with, and review, all environmental studies, reports and documents relating to the Site, issued by any governmental agency and/or its consultants and any Project Team participant.
- N. ADMINISTRATIVE SERVICES - The CONSTRUCTION MANAGER shall provide job-site administrative functions during construction to assure proper documentation,

including but not limited to such activities as the following, and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:

1. Job Meetings - Regularly held progress and coordination meetings.
 2. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all Trade Contractors.
 3. Payments to Trade Contractors - Develop and implement a procedure for review, processing and payment of applications by Trade Contractors for progress and final payments.
 4. Document Interpretation - Refer to the Design Consultant all questions for interpretation of the documents prepared by the Design Consultant.
 5. Prior to Final Completion - All required guarantees, affidavits, releases, bonds and waivers, operation manuals, record drawings and maintenance books shall be transmitted to the CITY'S Administrative Agent via the Design Consultant.
 6. Final Completion of each Phase - Monitor the Trade Contractors' performance on the completion of the Project and provide notice to the Project Team that the work is ready for final inspection after the completion of the CONSTRUCTION MANAGER'S punch list and the Design Consultant punch list.
 7. Startup - Prior to Substantial Completion of each Phase, conduct with the CITY'S personnel a direct checkout of utilities, operation of systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.
- O. Record Drawings - The CONSTRUCTION MANAGER shall monitor the progress of its Trade Contractors on marked-up field prints at the completion of each phase of the Project, which shall be sent to the Design Consultant for review prior to preparation of the final as-built record drawings on AutoCAD files by the Design Consultant. Field mark-up of said as-built drawings shall be a direct cost item as part of the GMP of the CONSTRUCTION MANAGER. Updating record drawings will be a condition precedent to the monthly payments of the CONSTRUCTION MANAGER and the Trade Contractors. The Administrative Agent and the Design Consultant will monitor the status of the updated drawings. The CONSTRUCTION MANAGER will write this requirement for record drawings into the Trade Contracts.
- P. Physical Testing – The CONSTRUCTION MANAGER shall contract an independent qualified third party to perform physical testing (vertical construction components and subsurface items), according to industry standards applicable to the Project. The CONSTRUCTION MANAGER shall schedule and coordinate all appropriate

testing.

Q. ADMINISTRATIVE RECORDS -The CONSTRUCTION MANAGER will maintain on a current basis, files and records including, but not limited to those set forth herein below, and, unless specifically provided otherwise, the costs for performing these tasks is included in the GMP:

1. Contracts or purchase orders
2. Shop drawing submittal/approval logs
3. Equipment purchase/delivery logs
4. Construction drawings and specifications with addenda
5. Warranties and guarantees
6. Correspondences
7. Other material project related information

R. Cost accounting - The CONSTRUCTION MANAGER will maintain on a current basis, files and records to include, but not limited to, those items set forth herein below. Such files and records will be maintained at the job-site. The Project records shall be available at reasonable times or on an as-needed basis to the Administrative Agent and the Design Consultant for reference or review.

1. Trade contracts
2. Labor costs, if applicable
3. Material costs
4. Equipment costs
5. Cost proposal requests
6. Force account records
7. Payment request records (and invoices)
8. Cost estimates
9. Bulletin quotations
10. Insurance certificates and bonds
11. Contract changes
12. Purchase orders

13. Material purchase delivery logs
 14. Bid/Award information
 15. Bid analysis and negotiations
 16. CONSTRUCTION MANAGER contingency Report
- S. The CONSTRUCTION MANAGER shall provide consultation and project management to facilitate occupancy and provide transitional services to get the work, as completed by the Trade Contractors, in such conditions as will satisfy operational requirements.
- T. The CONSTRUCTION MANAGER shall require the Trade Contractors to provide operational training on equipment to be used in the Project.
- U. The CONSTRUCTION MANAGER shall conduct the preliminary punch list inspection and supervise the Trade Contractors in the completion of all punch list work prior to notifying the Design Consultant to perform its punch list work with occupancy.
- V. The CONSTRUCTION MANAGER shall catalog operational and maintenance requirements of equipment to be operated by the CITY'S maintenance personnel, and convey these to the Administrative Agent in such a manner as to promote their usability.
- W. At all times, the CONSTRUCTION MANAGER shall provide the Design Consultant and the Administrative Agent, easy and safe access to the Project construction Site(s) wherever it is in preparation and progress so Design Consultant and Administrative Agent may perform their functions. CONSTRUCTION MANAGER shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and not unreasonably encumber the Site with any materials or equipment. CONSTRUCTION MANAGER shall conform at all times to the CITY'S requirements for protection of plant, materials, equipment, and noise levels. CONSTRUCTION MANAGER shall keep driveways and entrances serving the sites clear and available to the CITY and emergency vehicles at all times, and will not use these areas for parking or storage of materials.

XXIX. WARRANTY

- A. The CONSTRUCTION MANAGER shall secure required guarantees and warranties, assemble and deliver to the Administrative Agent in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- B. Where any work is performed by Trade Contractors under contract with the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER and the Trade Contractors respectively shall warrant that all materials and as approved by the Design Consultant, furnished under the contract will be of good quality and new

unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

- C. The CONSTRUCTION MANAGER further agrees to have all Work found by the CITY to be defective in material or workmanship and not in conformance with the Construction Documents corrected by the appropriate Trade Contractor for a period of one (1) year from the date of acceptance of Final Completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. The CONSTRUCTION MANAGER shall collect and deliver to the CITY'S Administrative Agent, any written warranties given by others as required by the Construction Documents. Also, the CONSTRUCTION MANAGER shall conduct, jointly with the Administrative Agent and the Design Consultant, a warranty inspection nine (9) months after the date of acceptance of Final Completion of the Project and corrective action shall promptly be accomplished by the CONSTRUCTION MANAGER. The management of all warranty work shall be included in the GMP.
- D. Where warranty items are complete and final within one phase, warranty periods will begin at final completion of that phase.

XXX. ADMINISTRATIVE RESPONSIBILITIES OF CITY

- A. The Administrative Agent shall conduct periodic reviews of the work of the CONSTRUCTION MANAGER necessary for the completion of the CONSTRUCTION MANAGER'S services during the Project.
- B. The City of Venice City Council's approval will be required for Change Orders to the extent set forth in Section XXXIV of this Exhibit. For all other changes, the Administrative Agent and the CONSTRUCTION MANAGER shall agree in writing to the change.

XXXI. TRADE CONTRACTS – Not Used

XXXII. SUBSTANTIAL COMPLETION AND OCCUPANCY

- A. Substantial Completion is achieved when the entire work, or a portion thereof as described below, is complete and ready for occupancy and the full benefits of its intended use.
 - 1. The CITY and the CONSTRUCTION MANAGER acknowledge that the Project may be constructed in phases, where each "phase" is a generally isolated scope that together constitutes all of the Work. Unless otherwise authorized by the Administrative Agent, the CONSTRUCTION MANAGER shall provide for Substantial Completion at each phase.

- B. The Substantial Completion date for each project phase shall be as set forth on Exhibit C-1. The CONSTRUCTION MANAGER shall notify the Design Consultant when the Project is ready for Substantial Completion inspection of each project phase. The Design Consultant and the Administrative Agent shall inspect the Project jointly to ascertain if the Project is substantially complete. If the entire Project or Project Phase is determined to be substantially complete by the Design Consultant and the Administrative Agent, the CONSTRUCTION MANAGER shall prepare a Certificate of Substantial Completion to be executed by the CITY'S Administrative Agent. At the time of the substantial completion inspection for the Project, the CONSTRUCTION MANAGER shall provide to the Administrative Agent a listing of Project deficiencies which must be remedied in order to attain final completion. The Administrative Agent shall promptly review said listing and provide comments as to the completeness of the listing. Concurrently, the CONSTRUCTION MANAGER shall take action to remedy the deficiencies noted in this listing and as amended by the comments of the Administrative Agent. The CONSTRUCTION MANAGER shall have thirty (30) calendar days from the date of issuance of the Certificate of Substantial Completion of the Project within which to remedy the deficiencies and obtain Final Completion (or Final Acceptance for intermediate phases). At the end of the 30 day period, the Administrative Agent shall conduct a final inspection of the Project or Project Phase and ascertain if the deficiencies have been remedied and that the Project or Project Phase has achieved Final Completion or Final Acceptance as applicable.
- C. The services to be provided under this Agreement shall be in accordance with the Project Schedule.
- D. CONSTRUCTION MANAGER shall obtain all certificates of occupancy prior to substantial completion and in a timely manner in accordance with the Project Schedule.
- E. The CITY reserves the right to occupy and to place and install equipment in completed areas of the Site, before Substantial Completion and before Final Completion, provided such occupancy does not unreasonably interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of incomplete portions of the Work, nor shall it relieve the CONSTRUCTION MANAGER of its responsibility for completion of the Work in accordance with the Agreement.

XXXIII. LIQUIDATED DAMAGES

- A. CONSTRUCTION MANAGER acknowledges and agrees that the following provision shall be included in the in the Agreement:
 - 1. The Parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the CITY for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would

be difficult to ascertain. Accordingly, the Parties agree that the liquidated damages for those items of damage not otherwise provided for by this Agreement, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the CONSTRUCTION MANAGER shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the CONSTRUCTION MANAGER to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the CONSTRUCTION MANAGER'S delay will be deducted and retained out of the monies payable to the CONSTRUCTION MANAGER. If not so deducted, the CONSTRUCTION MANAGER and sureties for the CONSTRUCTION MANAGER shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall **Two Thousand Five Hundred Dollars (\$2500.00) per day**. The amount of liquidated damages to be assessed for each calendar day that Final Completion is delayed beyond the required date of Final Completion shall be **Seven Hundred Fifty Dollars (\$750.00) per day**.

XXXIV. CHANGES IN THE PROJECT

A. CONSTRUCTION MANAGER acknowledges and expressly agrees that the CITY, upon the direction of the Administrative Agent, may, without notice to the CONSTRUCTION MANAGER'S surety company, if any, make changes in the Work, including additions, deletions or modifications to the Work or the Project schedule thereof. CITY and CONSTRUCTION MANAGER acknowledge and agree that the volume and/or extent of changes in the Work ordered is expected to be substantial and that CONSTRUCTION MANAGER may make claims for additional compensation when and only if changes in the Work will substantially and materially increase Direct Costs, and not solely on processing the number or extent of such changes, but subject in all instances to the provisions and limitations contained in this Agreement.

1. Except in an emergency endangering life or property, no changes in the Work shall be performed by the CONSTRUCTION MANAGER unless a properly executed IFCA or Contract Amendment is received by the CONSTRUCTION MANAGER.

B. CHANGE ORDERS

1. The CITY's Administrative Agent may approve a change to the Project. Such changes to the Project may consist of changes within the general

scope of this Agreement consisting of additions, deletions, delays not attributable to the CONSTRUCTION MANAGER or other revisions that do not result in an increase to the GMP.

2. The CONSTRUCTION MANAGER shall not be entitled to a price adjustment due to the costs for review of any documents necessitated by a change to the Project or to the GMP, regardless of the reason for the change, including but not limited to amendments to this Agreement.
3. For changes initiated by the CITY the CONSTRUCTION MANAGER will receive a directive for change, will make recommendations to the Administrative Agent regarding the requested change and shall provide a price within fourteen (14) calendar days or sooner if practicable, to the CITY for the items delineated in the request for change. Should the CITY'S Administrative Agent so direct the CONSTRUCTION MANAGER to proceed in the preparation of a Change Order, the CONSTRUCTION MANAGER shall do so utilizing documents prepared by the Design Consultant.
4. A Change Order is a written order to the CONSTRUCTION MANAGER at the direction of the Administrative Agent and signed by the CITY and CONSTRUCTION MANAGER, issued after the execution of this Agreement, authorizing a change in the Project requirements, Construction Documents and/or the GMP, the CONSTRUCTION MANAGER'S fee and/or Project Schedule. Each adjustment in the GMP resulting from a change shall clearly separate the adjustment associated with the change.
5. The Direct Cost portion of a Change Order shall be determined in one or more of the following ways:
 - i. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Design Consultant and the Administrative Agent
 - ii. By unit prices stated in the Agreement or subsequently agreed upon
 - iii. By the method provided as follows:
 - a. If a lump sum or unit price cannot be agreed upon, the CONSTRUCTION MANAGER, provided he receives a written order approved and signed by the CITY, shall promptly proceed with the work involved. The cost of such change shall then be determined on the basis of the actual cost and savings of those performing the work attributed to the change. The CONSTRUCTION MANAGER shall keep and present, in such form as the CITY'S Administrative Agent may prescribe, an itemized accounting together with appropriate data supporting the increase in the cost of the Project.
 - iv. The amount of a decrease in the GMP to be allowed for any deletion or change that result in a net decrease in cost will be the amount of the

actual net decrease plus the corresponding CONSTRUCTION MANAGER Fee. This provision is not applicable to reductions for savings or Owner Direct Purchases.

6. Interim Field Change Agreement (IFCA)/Contract Amendment

- i. A Change Order will either be an IFCA or a Contract Amendment, depending on whether the Guaranteed Maximum Price stipulated in the Contract will be exceeded or not.
 - a. An IFCA will be issued for changes within the general scope of the Work that will not exceed the GMP. Once the IFCA is signed by the CITY and the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall promptly proceed with the Work involved.
 - b. A Contract Amendment will be issued for changes in the Scope of Work or any change that will increase the GMP. The CITY, with the CONSTRUCTION MANAGER'S input, will determine the extent of adjustment to GMP and Project Schedule and will prepare the Contract Amendment. The Contract Amendment shall be signed by the CONSTRUCTION MANAGER and approved by the CITY.
 - ii. The IFCA/Contract Amendment will include a detailed description of the Work covered under the Contract Modification, and any adjustments in the GMP or Project Schedule, or both which are agreed to by the parties. The IFCA/Contract Amendment may also include supporting data detailing the costs associated with the change in the Work.
7. All Change Orders will clearly indicate their impact, if any, on the date of Substantial Completion of the Project, as indicated in the Project Schedule. If the Change Order is not anticipated to impact the date of Substantial Completion, the Change Order shall so state.

XXXV. DESIGN CONSULTANT-INITIATED CHANGES

Without superseding the CONSTRUCTION MANAGER'S rights, the Design Consultant will have authority to recommend minor changes in the Project not involving an adjustment in the GMP or an extension of the substantial completion date and not inconsistent with the intent of the Construction Documents. Documentation of changes shall be determined by the Project Team and displayed weekly in the Project Management Information Service (PMIS). Such minor changes shall be effected by written order approved by the Administrative Agent and the CONSTRUCTION MANAGER prior to the commencement of work. If CONSTRUCTION MANAGER disagrees with the assessment as a minor change, it shall pursue its rights as otherwise provided in this Agreement.

XXXVI. PAYMENTS TO CONSTRUCTION MANAGER

- A. Schedule of Values: Prior to the first Application for Payment, the CONSTRUCTION MANAGER shall submit for review and acceptance by the Administrative Agent, a Schedule of Values that includes quantities and prices for all lump sum bid items, which when added together equal the lump sum contract price for each such item bid, and subdivides the lump sum items into component parts in sufficient detail to serve as the basis for the review and approval of progress payments during performance of the Work. The Schedule of Values shall be coordinated with the Construction Schedule and be broken down into sufficient detail to allow for the analysis of monthly pay applications.
- B. METHOD OF PAYMENT - The CITY shall pay the CONSTRUCTION MANAGER through payment issued by the Clerk of Courts in accordance with the Local Government Prompt Payment Act, Section 218.70 Florida Statutes, upon receipt of the CONSTRUCTION MANAGER'S properly prepared invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CONSTRUCTION MANAGER shall submit an invoice for payment to the Administrative Agent on a monthly basis for those specific services or tasks as described in this Agreement, or any amendments or exhibits hereto that were satisfactorily completed during that invoicing period.
- C. PROGRESS PAYMENTS - Based upon applications for payment submitted by the CONSTRUCTION MANAGER and approved by the CITY'S Administrative Agent, the CITY shall make progress payments to the CONSTRUCTION MANAGER against the construction budget of the Project or GMP for the Project, as provided in the conditions of the Agreement in accordance with the following procedures.

XXXVII. TIMES FOR PAYMENT

- A. The CITY will pay or cause to be paid to the CONSTRUCTION MANAGER that portion of the GMP, properly allocable to services, labor, materials and equipment already incorporated or to be incorporated in the work that has been satisfactorily performed in accordance with the requirements of the Construction Documents.
- B. The CONSTRUCTION MANAGER shall process each Trade Contractor payment within seven (7) working days upon receipt of payment from the CITY out of the amount paid to the CONSTRUCTION MANAGER for the Trade Contractor's work, the amount to which said Trade Contractor is entitled, reflecting the percentage actually retained, if any, from payments to the CONSTRUCTION MANAGER for such Trade Contractor's work.
- C. The CONSTRUCTION MANAGER'S and the Trade Contractor's notices, claims and lien waivers are to be submitted with the current month's application for payment and no additional payments will be made by the CITY without lien

waivers for the preceding month's application for payment.

D. The CITY shall not have any obligations to pay or to see to the payment of any monies to any Trade Contractors except as may otherwise be required by law.

E. No certificates for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the CITY shall constitute an acceptance of any work not in accordance with the Construction Documents. Such payments shall not constitute acceptance that the work was performed in accordance with the Agreement requirements.

F. PAYMENTS WITHHELD:

1. The CITY may decline to accept requests for payment to such extent as may be necessary, in its opinion, to protect the CITY from loss because of:

i. Work not performed strictly in accordance with the Agreement requirements, including defective work not remedied after notice and an opportunity to cure,

ii. Failure of the CONSTRUCTION MANAGER to make payments properly to Trade Contractors or for labor, materials or equipment in accordance with subcontracts,

iii. Property damage to the CITY or another separate contractor not under contract to the CONSTRUCTION MANAGER, due to the fault or neglect of the CONSTRUCTION MANAGER not otherwise covered by CONSTRUCTION MANAGER'S insurance.

iv. Reasonable evidence that the work will not be completed within the Project schedule; or

v. Persistent failure to carry out the Work in accordance with the Construction Documents.

2. When the above conditions are remedied, payment shall be made for amounts withheld because of them, with appropriate withholding for any losses incurred.

G. PAYMENTS FOR MATERIALS AND EQUIPMENT - Payments will be made for materials and equipment not yet incorporated in the Work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Administrative Agent on each occasion. The CONSTRUCTION MANAGER shall cause material stored off-site to be stored in a bonded warehouse or other facility approved by the CITY with the consent of the surety and provide such documentation as may be required by the Administrative Agent to prove unconditional ownership of such material,

including but not limited to, bills of sale and fully-executed Uniform Commercial Code forms. Payments shall not be made for deposit or pre-payment for materials and equipment not yet delivered or stored as described above unless approved in advance by the CITY and with the consent of the surety.

- H. FINAL PAYMENT - Upon acceptance of Final Completion of the Project by the Administrative Agent, CONSTRUCTION MANAGER shall submit a final invoice for payment of the outstanding balance of the amount earned by the CONSTRUCTION MANAGER under the GMP. Upon acceptance of the final invoice by CITY the CITY shall pay the invoice amount as set forth above. Final Completion shall not be approved unless the CONSTRUCTION MANAGER has completed all punch-list items, furnished to the CITY'S Administrative Agent all warranty documents, operating manuals, and As-builts, attic stock and otherwise complied in all respects with the Construction Documents Project Close-Out requirements.
- I. DEBTS PAID - Before issuance of final payment for the Project, the Administrative Agent shall require satisfactory evidence, including but not limited to releases of all liens, that all CONSTRUCTION MANAGER'S payrolls, materials bills and other indebtedness connected with the Project have been paid or otherwise satisfied. The CITY'S Administrative Agent shall have the right to verify such payments at any time. The CITY reserves the right to audit all records from the participants in Project without limitation. All financial and project records for the Project shall be maintained for a period of five (5) years after issuance of final payment for the Project.
- J. PAYMENT AS WAIVER - The acceptance of final payment for the Project shall constitute a waiver of all claims for compensation and/or fees by the CONSTRUCTION MANAGER except those previously made in writing and unsettled.
- K. DISCOUNTS - All discounts, rebates and refunds shall accrue to the CITY and the Project to the extent the cost of the Project item is paid directly by the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall be credited to the CITY and the Project. The CONSTRUCTION MANAGER shall make reasonable efforts to notify the Administrative Agent of the availability of cash discounts or other discounts, rebates and refunds.
- L. COSTS IN EXCESS OF CONSTRUCTION MANAGER'S ESTIMATES - If bids or proposals for the Project are received that exceed the CONSTRUCTION MANAGER'S cumulative estimated budget of the Project, the CONSTRUCTION MANAGER shall nevertheless complete the Project in accordance with the Construction Documents, and shall not be entitled to any increase in the Guaranteed Maximum Price.

XXXVIII. SAFETY AND PROTECTION

- A. SAFETY PRECAUTIONS AND PROGRAMS - The CONSTRUCTION MANAGER

shall ensure that each of the Trade Contractors implement safety programs for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.

B. SAFETY OF PERSONS AND PROPERTY

1. Until acceptance of Final Completion of the Project by the CITY, the CONSTRUCTION MANAGER shall have the charge and care and shall take precaution against injury or damage to any part thereof by the action of the elements or from any other cause whether from the execution or from the non-execution of the Work. The CONSTRUCTION MANAGER will rebuild, repair, restore, and make good all injuries or damages to any portion of the Work by any of the above causes before acceptance of Final Completion, and bear the expense thereof except damage to the Work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONSTRUCTION MANAGER, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities. In case of suspension of work from any cause, the CONSTRUCTION MANAGER is responsible for the Project, will take precautions necessary to prevent damage to the Project, provide for normal drainage, and will erect necessary temporary structures, signs or other facilities at the CONSTRUCTION MANAGER'S expense as a cost of the work within the GMP. During such suspension of work, the CONSTRUCTION MANAGER shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedlings, and sodding furnished under this Agreement, and shall take adequate measures to protect new tree growth and other important vegetative growth against injury.
2. The CONSTRUCTION MANAGER shall enforce all reasonable precautions for safety and shall provide all reasonable protection thereof to prevent damage, injury or loss to:
 - i. All employees or Trade Contractors on the Project and all other persons who may be affected thereby
 - ii. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONSTRUCTION MANAGER or any Trade Contractor.
 - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
3. The CONSTRUCTION MANAGER shall cause to be erected and shall maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger

signs and other warnings against hazards, promulgating safety regulations and notifying the Administrative Agent and users of adjacent utilities.

4. The CONSTRUCTION MANAGER shall provide all pedestrian and vehicular barriers, gates and boundaries to effectively segregate construction operations from portions of the site not under construction, and shall provide on-site flagmen to direct safe conduct when and where construction vehicles or activities temporarily interact with the public.
5. The CONSTRUCTION MANAGER shall be responsible for and shall promptly remedy all damage or loss to any property caused in whole or in part by the CONSTRUCTION MANAGER, any Trade Contractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
6. The CONSTRUCTION MANAGER shall designate a responsible member of his organization, as approved by the CITY'S Administrative Agent, whose duty shall be the prevention of accidents on the site.
7. The CONSTRUCTION MANAGER shall not knowingly load or permit any part of the Work to be loaded so as to endanger its safety.

C. EMERGENCIES

1. In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his discretion to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the CONSTRUCTION MANAGER on account of emergency work shall be determined as provided herein for changes in the work.

XXXIX. DRAWINGS AND SPECIFICATIONS

- A. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities and locations for the installation of the various materials and equipment required for the Work. It is not intended that the Specifications will mention every item of Work which can be adequately shown on the Drawings nor is it intended that the Drawings show all items of Work described or required by the Specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which is shown on the Specifications and Drawings or is reasonably inferable there from as being part of the Work shall be provided by CONSTRUCTION MANAGER and included in the GMP whether or not such material or labor are expressly covered in the Drawings and Specifications.
- B. By execution of the Agreement, CONSTRUCTION MANAGER represents and covenants that
 1. CONSTRUCTION MANAGER has visited the Site, become familiar with local and all special conditions under which the Work is to be performed and

based on information provided by the CITY and public utilities and other available information, understands what is required to enable CONSTRUCTION MANAGER to coordinate the Work with the efforts of the CITY and public utilities performing work in the vicinity of the Site,

2. CONSTRUCTION MANAGER has checked with all public utilities having facilities at or near the Site, and understands based on information provided by the public utilities what is required to not interrupt utility services to other buildings in the vicinity of the Site and
 3. Without assuming the obligations of the Design Consultant, CONSTRUCTION MANAGER has carefully examined the Drawings and Specifications prepared to date, and will carefully examine modifications of, and additions to, the Drawings and Specifications throughout the Project. Any change to the GMP must follow the procedures set forth in Section XXXIV of this Exhibit, subject to the provisions of and limitations contained elsewhere in this Agreement. Other than as provided in Section XXXIV of this Exhibit, but subject in all instances to the provisions of and limitations contained in this Agreement, CONSTRUCTION MANAGER shall not be entitled to extra or additional compensation for performance of Work to deliver the Project as contemplated by the Contract Documents.
- C. Any difference noted between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves, shall be referred to the Design Consultant by the CONSTRUCTION MANAGER. The Design Consultant/Owner shall determine which provisions shall apply.
- D. The CONSTRUCTION MANAGER shall be responsible for the removal of man-made obstructions, utilities and natural underground obstructions to the extent identified in the Contract Documents, or to reasonably be expected considering the nature of the Site and their historical and current use.
- E. CONSTRUCTION MANAGER shall be responsible for all structural excavation to the extent required for installation of grade beams, slab on grade, stone, sub base, and the like. If any material additional excavation is required due to the existence of unsuitable soil conditions as determined by the Design Consultant, and the condition that such soil conditions could not have been identified by the CONSTRUCTION MANAGER then CONSTRUCTION MANAGER, with the approval of the Administrative Agent, may be entitled to claim an adjustment to the Project Schedule and/or GMP, subject in all instances to the provisions of and limitations in Section XXXIV of this Exhibit and elsewhere in this Agreement. CONSTRUCTION MANAGER may claim such adjustment only if the CONSTRUCTION MANAGER has used commercially-reasonable efforts to mitigate or take other appropriate actions to address the conditions and avoid any additional delay or cost.

XL. TEMPORARY FACILITIES

- A. Construction manager will provide a minimum of one 10 x 24 office trailer for the purpose of managing the project and shall be referred to as the project office trailer. Project office trailer shall include all necessary items for proper project administration to successfully manage the project. Project office trailer shall be subdivided into two spaces, office area for the superintendent and a meeting space with a table and chairs to accommodate eight (8) persons. CONSTRUCTION MANAGER shall maintain the temporary offices, including janitorial services, and pay for all necessary services for heating and/or air conditioning.
- B. Project office trailer shall have a high speed internet connection for use to supervisory personnel as well as the Design Consultant (if needed).
- C. Project office trailer shall be provided with proper tie downs to meeting current code requirements.

XLI. DELAY AND FORCE MAJEURE

A. Extension of Time

1. The CONSTRUCTION MANAGER shall diligently expedite the Work and achieve Substantial Completion for each phase of the work within the Project Schedule together with completion of designated portions of the Work designated in the Project Schedule as milestone items not later than the dates established for such milestone items.
2. The Project Schedule shall be extended for such time as CITY shall determine if CONSTRUCTION MANAGER is delayed in the Work's critical path as defined in the most recent approved Project Schedule if CONSTRUCTION MANAGER is unable to mitigate despite its best efforts, at any time in the progress of the Work for any of the following reasons, to the extent that such delays are not caused by CONSTRUCTION MANAGER:
 - i. delays caused by any "Force Majeure Event," as such term is defined below; or
 - ii. delays caused solely by CITY or Design Consultant; or
 - iii. delays caused by the failure of the CITY to issue approvals or make material decisions as may be required under the CONSTRUCTION MANAGER within 10 days, after written request from CONSTRUCTION MANAGER accompanied by all documents and other information necessary for making the decision; or
 - iv. delays caused by Scope Changes; or
 - v. delays authorized by CITY pending a decision concerning a disputed item and which, in CITY'S reasonable discretion, shall justify a delay in the performance of the Work; or
 - vi. by any other cause which CITY may in its sole discretion determines

justifies delay; or

- vii. delays caused by man-made obstructions, utilities natural underground obstructions, or unsuitable soil, which are not identified from the Contract Documents and could not reasonably have been known to the CONSTRUCTION MANAGER, or
 - viii. delays caused by exercise of CITY'S right to suspend the work.
3. If the CONSTRUCTION MANAGER should be delayed at any time in the progress of the Work by any act of neglect by the CITY or its employees, by any contractor employed by the CITY, by changes ordered in the Project, by fire, unusual delay in transportation, unavoidable casualties, by delay authorized by the CITY pending arbitration, or by any cause which the CITY determines justifies the delay, then the time of completion may be reasonably extended by the CITY.
- i. No extension of time shall be made unless notice is made by the CONSTRUCTION MANAGER in writing to the CITY within ten calendar days of the event or incident causing the delay, and as otherwise provided herein. The CONSTRUCTION MANAGER shall demonstrate in its notice the impact on the critical path of the Project Schedule to justify the extension of time. Reasonable extensions of time, as determined by the CITY, will be granted to the CONSTRUCTION MANAGER for time lost due to rainfall to the extent such rainfall exceeds the average for Sarasota County for the applicable period, based on US Weather Bureau statistics for the preceding 10 years.
4. The term "Force Majeure Event" shall have the meaning set forth in the Agreement. The CONSTRUCTION MANAGER shall resume activities related to the Project as soon as possible after the conclusion of the Force Majeure Event.
5. Any delay claimed under this Section shall be reduced by the portion of any such delay caused by any act or omission of CONSTRUCTION MANAGER, his Trade Contractors or lower-tier subcontractors, or anyone for whom the CONSTRUCTION MANAGER is responsible. Any delay under this Section shall only be such period of time as the delay continues after CONSTRUCTION MANAGER has given written notice of such delay and its claimed reason therefore to CITY and Design Consultant.
6. CONSTRUCTION MANAGER shall notify the Administrative Agent promptly of any event or occurrence which may require a modification to the Project Schedule or any component or segment thereof.

XLII. SUBSTITUTIONS

- A. When more than one particular manufacturer's products or processes are specified for an item of Work, any one thereof is acceptable and the choice is left to the CONSTRUCTION MANAGER, unless otherwise directed by the

Administrative Agent. When a singular service, process, product, material, equipment or method of construction is required by the Contract Documents, the one specified shall be used. However, if in the judgment of CONSTRUCTION MANAGER one of the conditions enumerated below exists with respect to any item specified, CONSTRUCTION MANAGER, may offer for Administrative Agent's consideration a substitute product or process which completely fulfills the requirements of the Contract Documents. Substitutions will only be considered if the CONSTRUCTION MANAGER submits a written request to Design Consultant and only under the following circumstances:

1. When the specified product(s) or process(s) is/are discontinued or otherwise not available from the manufacturer or supplier;
 2. When, in the judgment of CONSTRUCTION MANAGER, the specified product(s) or process(s) will not produce the desired results;
 3. When such substitution, in the opinion of Design Consultant or the Administrative Agent, is otherwise in the best interest of CITY.
- B. Design Consultant will make recommendations to the Administrative Agent regarding Substitutions offered by CONSTRUCTION MANAGER. Substitutions that are accepted are the responsibility of the CONSTRUCTION MANAGER and shall be effected through the issuance of a Change Order. A recommendation by Design Consultant or approval by the Administrative Agent shall not make CITY responsible for any Substitution.
- C. Procedure for Substitutions - Requests for Substitutions of products or processes shall be in writing and will be accompanied by evidence that the proposed Substitution: (1) is equal in quality and serviceability to the specified item; (2) will not entail changes in details and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; and (4) will not involve additional costs to CITY, unless the Substitution is for a specified product or process which is discontinued or is otherwise unavailable from the manufacturer and is approved in writing by the Administrative Agent. The increase or decrease in the cost of the Work resulting from such proposed Substitution shall be described in an accompanying request for a Change Order. CONSTRUCTION MANAGER will furnish with its request such drawings, specifications, samples, performance data and other information as may be required to assist Design Consultant in making its recommendation. Submission by CONSTRUCTION MANAGER of a request for a Substitution shall constitute a representation by CONSTRUCTION MANAGER that it has a good faith belief that the proposed Substitution meets the foregoing requirements. Construction Manager shall provide written cost benefit analysis as requested by the Administrative Agent.
- D. In the event that a Substitution is approved, the Cost of Work relating to such item shall be increased or decreased and adjusted by Change Order as specified herein.
- E. In the event of a deductive Change Order, the GMP shall be reduced

correspondingly.

XLIII. TESTING

A. Testing

1. CONSTRUCTION MANAGER will engage the services of an independent testing agency to verify compliance with required physical characteristics or to monitor the CONSTRUCTION MANAGER'S Quality Control Program (as described herein). The testing agency shall verify CONSTRUCTION MANAGER'S compliance with the Contract Documents and applicable legal and regulatory requirements record its observations and submit reports. CONSTRUCTION MANAGER shall, at no cost or expense to the CITY:

- i. Notify Administrative Agent and Design Consultant at least one (1) day before installing Work to be tested for work identified at the preconstruction conferences.
- ii. Furnish incidental labor and facilities at the site necessary to facilitate CITY'S testing
- iii. Furnish samples and access to all materials and component parts of the Work as required for testing
- iv. Furnish storage facilities for the material test samples
- v. Furnish full and ample means of assistance for monitoring CONSTRUCTION MANAGER'S testing and CONSTRUCTION MANAGER'S quality control program
- vi. In all other ways cooperate and facilitate the coordination and expeditious completion of the tests undertaken at CITY'S direction

B. Project Schedule shall include sufficient durations to allow testing activities and review of testing agency reports.

C. In addition to the testing services described above and at the direction of the CITY, CONSTRUCTION MANAGER will, if so directed by the CITY, engage the services of a second independent testing agency selected by the CITY. The second independent testing agency shall be compensated from the Owner's Contingency and shall provide sample testing as necessary to verify the accuracy of all testing previously conducted by CONSTRUCTION MANAGER as described above. The second independent testing agency shall produce a report of its findings which shall be provided to the Administrative Agent.

D. CONSTRUCTION MANAGER shall not be relieved of CONSTRUCTION MANAGER'S obligations to perform or cause performance of the Work in accordance with the Contract Documents by reason of any errors or omissions contained in any tests performed by or for CITY, notwithstanding that such tests and the results thereof may have been delivered to CONSTRUCTION MANAGER and that CONSTRUCTION MANAGER may have relied upon the correctness of

such tests. The fact that CITY has provided to CONSTRUCTION MANAGER any such tests or the results thereof, shall not relieve CONSTRUCTION MANAGER of the obligation to provide all testing necessary to assure CONSTRUCTION MANAGER that the Work performed by CONSTRUCTION MANAGER is in compliance in all respects with the requirements of the Contract Documents and applicable legal and regulatory requirements. CONSTRUCTION MANAGER shall coordinate the activities of all entities conducting tests and shall cooperate fully with such agencies to facilitate all tests and inspections.

- E. In the event that CONSTRUCTION MANAGER, or Trade Contractor other than at the direction of the CITY, performs any tests or engages any testing agency, any costs incurred shall be the sole responsibility of the CONSTRUCTION MANAGER and copies of all written reports or summaries of any oral reports shall be submitted promptly to CITY and Design Consultant.

Name of Project: City of Venice Water Treatment Plant Building Improvements									
Estimate: GMP w/ accepted VE Incorporated Drawings Dated: 6/8/2018									
CSI SECTION	DESCRIPTION	Subcontractor	No.	QTY	UNIT	UNIT PRICE	TOTAL	Division Total	Comments
1	GENERAL CONDITIONS							\$ 540,126	
1.100	Permits							\$ 42,500	
1.101	Incidental County, City and ROW permits		1	1	ALLOWANCE	\$ 2,500.00	\$ 2,500		
1.102	City Building Permit Fees		1	1	ALLOWANCE	\$ 40,000.00	\$ 40,000		
1.108	Survey							\$ 15,700	
1.109	Ground Radar Locates		1	8	EA	\$ 650.00	\$ 5,200		
1.110	Survey Control & Benchmarks		1	1	LOT	\$ 2,500.00	\$ 2,500		
1.111	Building Construction layout & staking		1	1	LOT	\$ 8,000.00	\$ 8,000		
1.112	Elevation Certificate		0	0	NID	\$ 500.00	\$ -		
1.113	As-Built Survey for Site Certification		0	0	NID	\$ 2,500.00	\$ -		
1.114	CM's General Conditions							\$ 451,926	
1.115	Project Office Expense								
1.116	Trailers								
1.117	CM's trailer		0	13	MONTH	\$375	\$ -		Office to be provided by COV
1.118									
1.119									
1.120	Set-up / Tie Down		0	1	EA.	\$2,000	\$ -		
1.121	Breakdown & Return		0	1	EA.	\$1,500	\$ -		
1.122	Stairs / Ramps		0	13	MONTH	\$50	\$ -		
1.123	Decks and Canopies		0	0	EA	\$2,000	\$ -		
1.124	Interior Offices (Build-Outs)		0	0	LS	\$1,500	\$ -		
1.125							\$ -		
1.126	Temporary Toilets						\$ -		
1.127	Trailer Holding Tanks		0	0	MONTH	\$350	\$ -		
1.128	Full Size Toilets		2	13	MONTH	\$95	\$ 2,470		
1.129							\$ -		
1.130	Office Utilities & Hook-up						\$ -		
1.131	Plumbing-Initial Hook-up		0	1	LS	\$1,500	\$ -		
1.132	Water Consumption		0	13	MONTH	\$85	\$ -		By COV
1.133	Temp Electric Service (FPL Charges)		1	1	EA.	\$750	\$ 750		
1.134	Electric-T Pole & Trailer hook-up		0	1	LS	\$1,500	\$ -		
1.135	Temp Electric Consumption		1	13	MONTH	\$ 100.00	\$ 1,300		
1.136							\$ -		
1.137	Furniture						\$ -		
1.138	Desks		2	13	MONTH	\$25	\$ 650		
1.139	Conference table & Chairs		1	13	MONTH	\$50	\$ 650		
1.140	File Cabinets		1	13	MONTH	\$25	\$ 325		
1.141	Misc.		1	0	EA	\$1,000	\$ -		
1.142							\$ -		
1.143	Communications						\$ -		
1.144	Internet Service		0	13	MONTH	\$ 100.00	\$ -		By COV
1.154	Prolog System		1.5	7	USERS	\$ 100.00	\$ 1,050		
1.155							\$ -		
1.156	Office Equipment						\$ -		
1.159	Printers		1	1	EA.	\$ 450.00	\$ 450		
1.160	Toner/Ink		1	13	MONTH	\$ 75.00	\$ 975		
1.161	Paper/Misc. Supplies		1	13	MONTH	\$ 75.00	\$ 975		
1.162							\$ -		
1.163	Office Supplies						\$ -		
1.164	General Office Supplies		1	13	MONTH	\$ 150.00	\$ 1,950		
1.165							\$ -		
1.166	Postage						\$ -		
1.167	US Mail		1	13	MONTH	\$ 50.00	\$ 650		
1.168	Overnight		1	13	MONTH	\$ 50.00	\$ 650		
1.169	Courier		1	13	MONTH	\$ 25.00	\$ 325		
1.170							\$ -		
1.171	Project Photography						\$ -		
1.172	Aerials (3 views x copies)		1	13	MONTH	\$ 100.00	\$ 1,300		
1.173	Final Project Photos		1	1	LS	\$ 250.00	\$ 250		
1.175							\$ -		
1.176	Copying / Duplicating						\$ -		
1.177	Copying		1	13	MONTH	\$ 50.00	\$ 650		
1.178	Shop Drawing Copies/Scanning		1	13	MONTH	\$ 100.00	\$ 1,300		
1.179	Plan Sets for Distribution		1	10	SETS	\$ 225.00	\$ 2,250		
1.180	Project Closeout Documents		1	5	SETS	\$ 200.00	\$ 1,000		
1.181	Redline Asbuilt Drawings		1	5	SETS	\$ 85.00	\$ 425		
1.182							\$ -		
1.183	CM's Staff								
1.184	Project Executive		10%	13	MONTH	\$ 15,588.00	\$ 20,264		
1.185	Project Manager		35%	13	MONTH	\$ 13,856.00	\$ 63,045		
1.186	Asst. Project Manager		0%	0	MONTH	\$ 10,092.28	\$ -		
1.187	General Project Superintendent		10%	13	MONTH	\$ 13,856.00	\$ 18,013		
1.188	Project Superintendent		100%	13	MONTH	\$ 12,124.00	\$ 157,612		
1.189	Assistant Superintendent		100%	13	MONTH	\$ 6,928.00	\$ 90,064		
1.190	Project Coordinator		0%	0	MONTH	\$ 5,308.65	\$ -		
1.191	Carpenter/Labor Foreman		0%	0	HOURS	\$ 37.04	\$ -		
1.192	Flagmen/Temporary Laborers		100%	120	HOURS	\$ 21.53	\$ 2,583		
1.193							\$ -		
1.194	Tools & Equipment								
1.195	Storage Containers		1	8	MONTH	\$ 125.00	\$ 1,000		
1.196	Forklift		1	12	MONTH	\$ 2,500.00	\$ 30,000		
1.197	Rental Equipment		1	13	MONTH	\$ 250.00	\$ 3,250		
1.198	Small Tools & supplies		1	13	MONTH	\$ 125.00	\$ 1,625		
1.199	Fuel		1	12	MONTH	\$ 250.00	\$ 3,000		
1.200							\$ -		
1.201	Rubbish Removal & Clean-up								
1.202	Dumpster / Dump Charge						\$ -		
1.205	20 yard Dumpster/Dump Fees-Concrete Only		1	15	EA.	\$ 375.00	\$ 5,625		
1.206	30 yard Dumpster/Dump Fees		1	1	EA.	\$ 450.00	\$ 450		
1.207	Clean Streets		1	1	LOT	\$ 1,250.00	\$ 1,250		
1.208	General Clean-Up		1	160	HOURS	\$ 20.00	\$ 3,200		
1.209	Final Site Clean-Up		1	1	LOT	\$ 5,000.00	\$ 5,000		
1.210	Final Building Cleaning		1	23138	SF	\$ 0.25	\$ 5,785		
1.211							\$ -		
1.212	Project Signage								

**EXHIBIT B
GMP SUMMARY**

Name of Project: City of Venice Water Treatment Plant Building Improvements									
Estimate: GMP w/ accepted VE Incorporated Drawings Dated: 6/8/2018									
CSI SECTION	DESCRIPTION	Subcontractor	No.	QTY	UNIT	UNIT PRICE	TOTAL	Division Total	Comments
1.213	3'0" x 4'0" Sign		1	2	EA.	\$ 500.00	\$ 1,000		
1.217	Safety / Security								
1.223	Job Safety - Signage/Personnel Equip./Devices		1	1	LOT	\$ 500.00	\$ 500		
1.224	First Aid Kit		1	1	EA.	\$ 400.00	\$ 400		
1.225			1				\$ -		
1.226	Safety Signage		1	1	LOT	\$ 250.00	\$ 250		
1.227	Misc. Protection		1	4	EA.	\$ 3,950.00	\$ 15,800		
1.228	Fire Extinguishers		1	3	EA.	\$ 55.00	\$ 165		
1.229	Temp Job Fence						\$ -		
1.231	6' Temp. Fence		1	400	LF	\$ 3.00	\$ 1,200		
1.234	2 Leaf Traffic Gate		2	1	EA.	\$ 250.00	\$ 500		
1.236							\$ -		
1.237	Testing & Inspections							\$ 30,000	
1.238	Material Testing		1	1	ALLOWANCE	\$ 8,000.00	\$ 8,000		
1.239	Threshold Inspections (Structural Steel)		1	1	ALLOWANCE	\$ 20,000.00	\$ 20,000		
1.241	Additional Testing & Inspections		1	1	LS	\$ 2,000.00	\$ 2,000		
1.244	Closeout							\$ -	
1.245	As-built Drawings		0		NIC		\$ -		
1.246	Final Civil Certifications		0		NIC		\$ -		
2	SITWORK							\$ 297,634	
2.100	General							\$ 16,000	
2.101	Clear & Grub			1.00	LOT	\$ 8,500.00	\$ 8,500		
2.102	Tree protection per County requirements			0.00	NIC		\$ -		
2.103	Import fill required for Site (Imported and placed)			0	NIC		\$ -		
2.104	USABLE fill from Pond (Excavated and placed)			0	NIC		\$ -		
2.105	Final Grading			1.00	LS	\$ 7,500.00	\$ 7,500		
2.106	swale grading in ROW			0.00	NIC		\$ -		
2.107	Storm Drainage							\$ -	
2.117	Septic System							\$ -	
2.122	Water Utilities							\$ -	
2.132	Light Duty Pavement							\$ 8,389	
2.133	Asphalt Patching			51	SY	\$ 125.00	\$ 6,389		
2.136	Signage, Striping & Wheel stops			1	LOT	\$ 2,000.00	\$ 2,000		
2.137	Miscellaneous							\$ 1,500	
2.138	Chain Link Fence/Gate			1	LS	\$ 1,500.00	\$ 1,500		
2.142	Landscaping & Irrigation							\$ 9,500	
2.143	Landscaping						\$ -		
2.144	Sod			20000	SF	\$ 0.25	\$ 5,000		
2.145	Landscaping Restoration			1	LOT	\$ 4,500.00	\$ 4,500		
2.153	Selective Demolition							\$ 45,900	
2.154	Selective Demolition			1	LS	\$ 32,850.00	\$ 32,850		
2.155	Additional Demo Core Drilling, etc.			1	LOT	\$ 10,500.00	\$ 10,500		
2.156	Asphalt Demo			51	SY	\$ 50.00	\$ 2,550		
2.152							\$ -		
2.153	Helical Anchors							\$ 216,345	
2.154	Monitoring			3	LS	\$ 1,000.00	\$ 3,000		
2.155	Helical Anchors			1	LOT	\$ 193,950.00	\$ 193,950		
2.156	Helical Anchor Allowance			1	ALLOWANCE	\$ 19,395.00	\$ 19,395		
2.157	Load Test			0	NIC		\$ -		
3	Concrete							\$ 272,257	
3.100	Building Concrete							\$ 272,257	
3.101							\$ -		
3.102	Building Concrete			1	LOT	\$ 263,207.00	\$ 263,207		
3.103	Soil Poisoning			7	EA	\$ 150.00	\$ 1,050		
3.104	Concrete Patching/Misc.			1	LOT	\$ 8,000.00	\$ 8,000		
3.109	Site Concrete							\$ -	
3.110	Sidewalks and misc. site concrete			1	IN BLOB CONC		\$ -		
3.111							\$ -		
4	Masonry							\$ -	
4.100	Masonry			1	IN CONC.	\$ -	\$ -		
4.101	Grout fill			1	IN CONC.	\$ -	\$ -		
5	Metals							\$ 546,845	
5.100	Structural Steel			1	LS	\$ 248,495.00	\$ 248,495		
5.101	Metal Deck @ Lt. Gauge Trusses				IN TRUSS'S		\$ -		
5.102	Lt. Gauge Metal Trusses, Bent Plats, etc.			1	LOT	\$ 228,900.00	\$ 228,900		
5.103	Remove Reinstall Building A Existing Canopy/Hoist			1	EA	\$ 10,000.00	\$ 10,000		
5.104	Misc. Metals			1	LS	\$ 5,000.00	\$ 5,000		
5.105	Handrails			1	LS	\$ 43,362.00	\$ 43,362		
5.106	Gates			1	INCL IN RAILS		\$ -		
5.107	Green Screens			1	LS	\$ 11,088.00	\$ 11,088		
6	Woods & Plastics							\$ 79,340	
6.100	Plywood Roof Sheathing/Fascia			1	LOT	\$ 73,840.00	\$ 73,840		
6.101	Misc. blocking & rough carpentry			1	LOT	\$ 5,500.00	\$ 5,500		
7	Thermal & Moisture Protection							\$ 427,700	
7.100	Roofing							\$ 420,610	
7.101	Single Ply Roofing (60 mil TPO)			1	LOT	\$ 409,610.00	\$ 409,610		
7.102	Tile Roofing			1	IN ABOVE	\$ -	\$ -		
7.103	Parapet caps, flashing, etc.			1	IN ABOVE	\$ -	\$ -		
7.104	Gutters, downspouts, etc.			1	IN ABOVE	\$ -	\$ -		
7.105	Miscellaneous wood blocking not in roofing			1	LOT	\$ 5,000.00	\$ 5,000		
7.106	Flashings @ curbs			1	LOT	\$ 3,500.00	\$ 3,500		
7.107	Roof Hatch/Access Panels			1	LOT	\$ 2,500.00	\$ 2,500		
7.107	Caulking & Waterproofing							\$ 7,090	
7.108	Caulking/Sealants			1	LOT	\$ 7,090.00	\$ 7,090		
7.109							\$ -		
7.110	Miscellaneous							\$ -	
7.111							\$ -		
7.112							\$ -		
8	Doors, Windows & Hardware							\$ 50,298	
8.100	Hollow Metal Frames, Doors & Wood Doors							\$ 20,228	
8.101	HM Doors/FRP Doors/Hardware			1	LOT	\$ 15,403.00	\$ 15,403		
8.102	Installation			1	LS	\$ 2,625.00	\$ 2,625		
8.103	HM Frames			2	EA	\$ -	\$ -		

**EXHIBIT B
GMP SUMMARY**

Name of Project: City of Venice Water Treatment Plant Building Improvements									
Estimate: GMP w/ accepted VE Incorporated Drawings Dated: 6/8/2018									
CSI SECTION	DESCRIPTION	Subcontractor	No.	QTY	UNIT	UNIT PRICE	TOTAL	Division Total	Comments
8.104	Hardware			1	LOT	\$ -	\$ -		
8.105	Access Doors			4	EA	\$ 550	\$ 2,200		
8.106	Aluminum Doors & Windows							\$ 30,070	
8.107	Glass & Glazing Storefront			1	LOT	\$ 30,070	\$ 30,070		
9	Finishes							\$ 660,434	
9.100	Drywall & Framing							\$ 391,200	
9.101	Drywall/Sheathing & Framing			1	LS	\$ 391,200	\$ 391,200		
9.102	Engineering for framing				IN ABOVE	\$ -	\$ -		
9.103	Draftstopping				IN ABOVE	\$ -	\$ -		
9.106	Stucco							\$ 179,635	
9.107	Sand Finish Stucco-Building & Soffits			1	LS	\$ 179,635	\$ 179,635		
9.121	Painting							\$ 89,599	
9.122	Painting			1	LS	\$ 89,599.00	\$ 89,599		
9.123	Misc. caulking			0	IN ABOVE	\$ -	\$ -		
10	Specialties							\$ 32,000	
10.100	Hurricane Fabric Shutters			1	LOT	\$ 30,000.00	\$ 30,000		
10.110	Exterior signage			1	EA	\$ 2,000.00	\$ 2,000		
11	Equipment							\$ -	
12	Furnishings							\$ -	
13	Special Construction							\$ -	
14	Elevators							\$ -	
15	Mechanical							\$ 151,033	
15.100	Building HVAC & forced air ventilation							\$ 113,050	
15.101	HVAC Relocates/New Units			1	LS	\$ 113,050.00	\$ 113,050		
15.102	Independent Commissioning Agent			0	NIC	\$ -	\$ -		
15.103									
15.104	Building Plumbing							\$ 37,983	
15.105	Plumbing system			1	LS	\$ 37,983.00	\$ 37,983		
15.106	Internal Roof Drains and RWL's				IN ABOVE	\$ -	\$ -		
15.107									
15.108	Fire Protection				N/A			\$ -	
16	Electrical							\$ 232,900	
16.101	Building Electrical System							\$ 232,900	
16.102	Building electrical systems			1	LOT	\$ 232,900.00	\$ 232,900		
16.108	Extension of fiber optic service			1	IN ABOVE	\$ -	\$ -		
16.109									
16.110	Fire Alarm System				N/A			\$ -	
16.113	Lightning Protection System				NIC			\$ -	
16.114	Lightning Protection System			0	NIC	\$ -	\$ -		
16.115									
16.116	Video/Security Equipment							\$ -	
16.117	Security System/Access Control System			0	NIC	\$ -	\$ -		
							\$ 3,290,567	\$ 3,290,567	
17	Indirect Costs							\$ 497,708	
17.010	CM Contingency			\$ 1	LS	\$ 100,000.00	\$ 100,000		
17.100	Owner Contingency			\$ 1	LS	\$ 100,000.00	\$ 100,000		
17.101	Builder's Risk Insurance			1	ALLOWANCE	\$ 17,500.00	\$ 17,500		
17.102	Builder's Risk Deductible			1	LS	\$ -	\$ -		
17.103	General Liability Insurance			\$3,408,067		0.0095	\$ 32,377		final costs to be determined by quotes received If required will be paid from Contingency
17.104	CM's Overhead & Profit			\$3,540,444		7.0%	\$ 247,831		
							\$ 3,788,275		
	100% Payment & Performance Bond			\$3,788,275		1.00%	\$ 37,883		
	MAGNUM BUILDERS PROJECT TOTAL:							\$ 3,826,158	

BUDGET EVALUATION

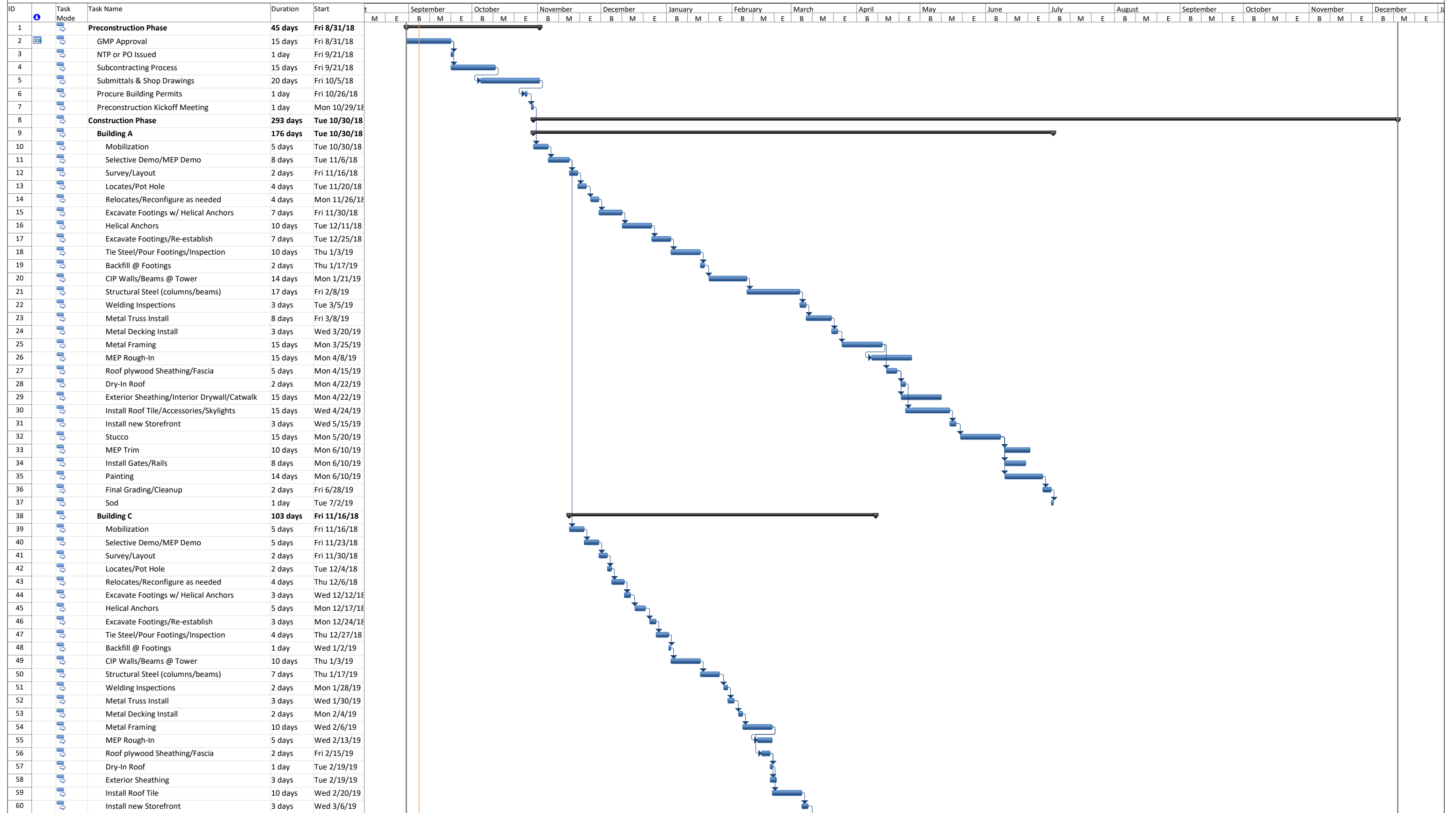
CONSTRUCTION ESTIMATE		\$ 3,826,158
TOTAL PROJECT COST:		\$ 3,826,158

TOTAL PREVIOUS GMP BUDGET:	\$ 3,921,017
CURRENT PROJECT BUDGET SURPLUS OR (SHORTFALL):	\$ 94,859

GMP BREAKDOWN

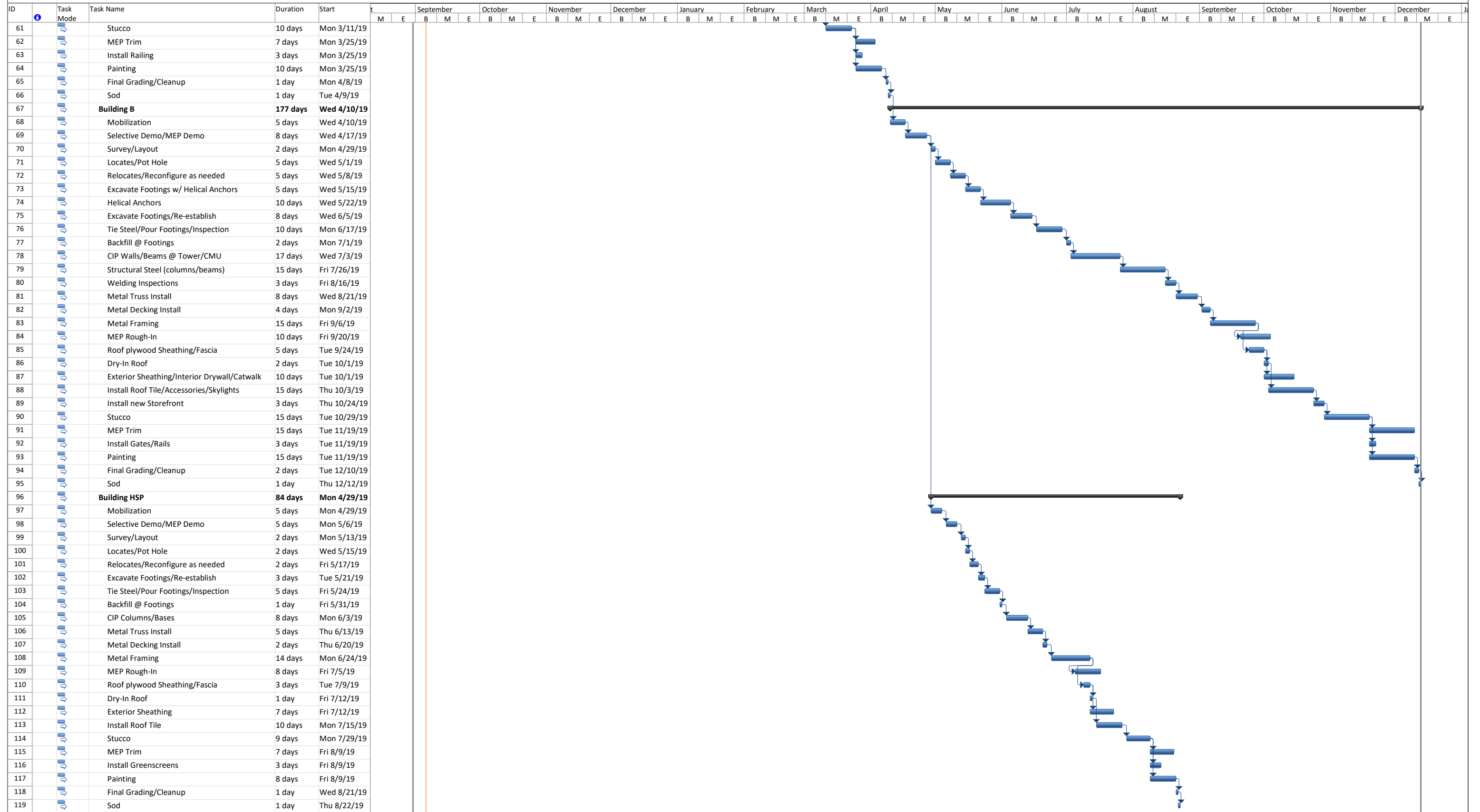
BUILDING "A"	\$ 1,400,806
BUILDING "B"	\$ 1,523,694
BUILDING "C"	\$ 303,152
BUILDING "HSP"	\$ 356,006
CM CONTINGENCY	\$ 100,000
OWNER CONTINGENCY	\$ 100,000
PERMIT FEE ALLOWANCE	\$ 42,500
TOTAL PROJECT COST:	\$ 3,826,158

EXHIBIT C
PROJECT SCHEDULE



Project: COV_WTP_Schedule_Dra Date: Thu 9/6/18

Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline
Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Progress



Project: COV_WTP_Schedule_Dra Date: Thu 9/6/18

Task Split

Milestone Summary

Project Summary External Tasks

External Milestone Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

Deadline Progress

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building A

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLAN	6/8/2018
A3.1	RENOVATION PLANS	6/8/2018
A3.2	REFLECTED CEILING PLANS	6/8/2018
A4.1	ROOF PLAN	6/8/2018
A4.2	ROOF DETAILS	6/8/2018
A5.1	EXTERIOR ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS	6/8/2018
A5.3	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A5.4	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING SECTIONS	6/8/2018
A6.2	BUILDING SECTIONS	6/8/2018
A6.3	WALL SECTIONS	6/8/2018
A6.4	TOWER ELEVATIONS & SECTIONS	6/8/2018
A6.5	MISCELLANEOUS DETAILS	6/8/2018
A8.1	DOOR SCHEDULE, TYPES & DETAILS	6/8/2018
Drawings as Prepared by Heese & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	6/8/2018
S2A	BUILDING A FOUNDATION PLAN	6/8/2018
S3A	BUILDING A ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
MECHANICAL		
M2.1	MECHANICAL DEMOLITION PLANS	6/8/2018
M2.2	MECHANICAL RENOVATION PLANS	6/8/2018
M3.1	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.2	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building A

Page Number	Description	Dated
M3.3	MECHANICAL PROPOSED EXERIOR ELEVATIONS	6/8/2018
M3.4	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
M4.1	MECHANICAL DETALS & SCHEDULES	6/8/2018
M6.1	MECHANICAL SPECIFICATIONS	6/8/2018
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E1.1	ELECTRICAL SITE PLAN	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P0.1	PLUMBING LEGEND & DETAILS	6/8/2018
P2.1	PLUMBING DEMOLATION PLANS	6/8/2018
P2.2	PLUMBING RENOVATIONS PAN	6/8/2018
P6.1	PLUMBING SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Documents Specifications	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building B

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLANS	6/8/2018
A3.1	RENOVATION FLOOR PLAN	6/8/2018
A3.2	REFLECTED CEILING PLAN	6/8/2018
A4.1	RENOVATION FLOOR PLAN	6/8/2018
A4.2	ROOF DETAILS	6/8/2018
A4.3	ROOF DETAILS	6/8/2018
A5.1	EXTERIOR ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS	6/8/2018
A5.3	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A5.4	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING SECTIONS	6/8/2018
A6.2	BUILDING SECTIONS	6/8/2018
A6.3	BUILDING SECTIONS	6/8/2018
A6.4	WALL SECTIONS	6/8/2018
A6.5	WALL SECTIONS	6/8/2018
A6.6	WALL SECTIONS	6/8/2018
A6.7	WALL SECTIONS	6/8/2018
A8.1	DOOR SCHEDULE, TYPES & DETAILS	6/8/2018
Drawings as Prepared by Heese & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	6/8/2018
S2B	BUILDING B FOUNDATION PLAN	6/8/2018
S3B	BUILDING B ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
MECHANICAL		

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building B

Page Number	Description	Dated
M2.1	MECHANICAL DEMOLITION PLANS	6/8/2018
M2.2	MECHANICAL RENOVATION PLANS	6/8/2018
M3.1	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.2	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.3	MECHANICAL PROPOSED EXERIOR ELEVATIONS	6/8/2018
M3.4	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P0.1	PLUMBING LEGEND, SCHEDULES & DETAILS	6/8/2018
P2.1	PLUMBING DEMOLATION PLANS	6/8/2018
P2.2	PLUMBING RENOVATIONS PAN	6/8/2018
P6.1	PLUMBING SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Document Specifications	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building C

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLANS	6/8/2018
A3.1	RENOVATION PLANS	6/8/2018
A4.1	ROOF PLAN & DETAILS	6/8/2018
A4.2	ROOF DETAILS	6/8/2018
A5.1	EXTERIOR ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS	6/8/2018
A5.3	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A5.4	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING SECTIONS	6/8/2018
A6.2	WALL SECTIONS	6/8/2018
A6.3	WALL SECTIONS	6/8/2018
A6.4	WALL SECTIONS	6/8/2018
A6.5	COLUMN WRAPS AND DETAILS	6/8/2018
A8.1	DOOR SCHEDULE, TYPES & DETAILS	6/8/2018
Drawings as Prepared by Heese & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	6/8/2018
S2C	BUILDING C FOUNDATION PLAN	6/8/2018
S3C	BUILDING C ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
MECHANICAL		
M2.1	MECHANICAL DEMOLITION PLANS	6/8/2018
M2.2	MECHANICAL RENOVATION PLANS	6/8/2018
M3.1	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.2	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building C

Page Number	Description	Dated
M3.3	MECHANICAL PROPOSED EXERIOR ELEVATIONS	6/8/2018
M3.4	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P0.1	PLUMBING LEGEND	6/8/2018
P2.1	PLUMBING DEMOLATION PLANS	6/8/2018
P2.2	PLUMBING RENOVATIONS PAN	6/8/2018
P6.1	PLUMBING SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Document Specifications	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building HSP

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLANS	6/8/2018
A3.1	RENOVATION PLANS	6/8/2018
A5.1	BUILDING ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING AND WALL SECTIONS	6/8/2018
Drawings as Prepared by Hees & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	
S3HS	BUILDING HS ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P2.1	PLUMBING PLANS	6/8/2018
P6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Documents Specifications	6/8/2018



Education

22 Years in the Construction Industry

Florida South Western State College, AS. Construction Technology, 1999

ITT Technical Institute BA. Construction Management, 1997

Registrations

Certified General Contractor
CGC-1525991

Gulf Coast Builders Exchange
Member

Xerxes Underground Storage
Tank Certification

USGBC Member

CLINT RILEY, SR. | PROJECT MANAGER

Relevant Project Experience

Sarasota-Bradenton Airport Customs & Border Control, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Concourse Renovation, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Baggage Claim Renovation, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Curbside Improvements, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Peace River Manasota Water Authority Offices, Arcadia, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

City of Sarasota Utilities Admin. Building , Sarasota FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Hamilton Building (temporary Venice Library), Venice, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

City of Sarasota Blue Pagoda Building Renovation , Sarasota FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing Historical building.

Sarasota County Jail, Generator Replacement, Sarasota, FL

Mr. Riley provided the preconstruction management and construction project management for this project. Project was a renovation of the existing jail that remained in continuous operations.

MICHAEL BALTZER | PROJECT EXECUTIVE**Relevant Project Experience****City of Venice Community Center, Venice, FL**

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility.

Sarasota-Bradenton Airport Customs & Border Control, Sarasota, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Concourse Renovation, Sarasota, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Baggage Claim Renovation, Sarasota, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Curbside Improvements, Sarasota, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Peace River Manasota Water Authority Offices, Arcadia, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

City of Sarasota Utilities Admin. Building Renovation , Sarasota FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Hamilton Building (temporary Venice Library), Venice, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota County Jail, Generator Replacement, Sarasota, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation of the existing jail that remained in continuous operations.

**Education**

30 Years in the Construction Industry

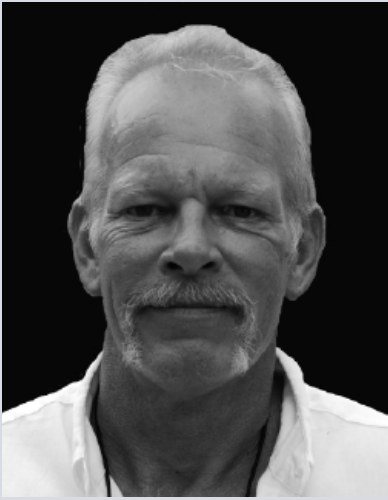
Indiana University of Pennsylvania, MBA of Business, 1978

Indiana University of Pennsylvania, BS of Business, 1977

Registrations

Gulf Coast Builders Exchange Member

USGBC Member



Education

38 Years in the Construction Industry
Construction Technology,
Broome Community College
Supervisory Level II, Level II
Management Training

Registrations

OSHA 30 Hour Certification
US Army Ranger
Gulf Coast Builders Exchange
Member
USGBC Member

MARK B. TALCOTT | GENERAL SUPERINTENDENT

Relevant Project Experience

Sarasota-Bradenton Airport Customs & Border Control, Sarasota, FL

Senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Concourse Renovation, Sarasota, FL

Mr Talcott was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Baggage Claim Renovation, Sarasota, FL

Mark was the Senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Curbside Improvements, Sarasota, FL

Mr Talcott was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Peace River Manasota Water Authority Offices, Arcadia, FL

Mark was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Plaza at Five Point Mixed Use Condominium, Sarasota, FL

Mark was a superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a high rise building in the City of Sarasota.

Federal Building Historical Renovation, Sarasota, FL

Mark was the superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout.. Project was a Historical building renovation in the City of Sarasota.

Rivo Tower Condominium, Sarasota, FL

Mark was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a high rise building in the City of Sarasota.

Sarasota County Jail, Sally-Port, Sarasota, FL

Mark was the senior superintendent overseeing the entire construction phase of the project. Project was a renovation of the existing jail that remained in continuous operations.

GREG GERDON | ASSISTANT SUPERINTENDENT

Relevant Project Experience

Venice Elementary School, Venice, FL

Geg worked as our superintendent for this project which includes demolition and remodeling of the existing administrative offices of the the Elementary School.

Lakeview Elementary School, Sarasota, FL

Mr. Gerdon provided the daily supervision of this fast-tracked complete gut and remodel project of the Administrative Wing and decorative security fencing around the entire campus.

Cardinal Mooney High School, Sarasota FL

Greg served as our Superintendent on this renovation project that included the additional of administrative offices, restrooms, conference rooms, HVAC equipment change-out, and site security fence and gates.

Ashton Elementary School, Sarasota, FL

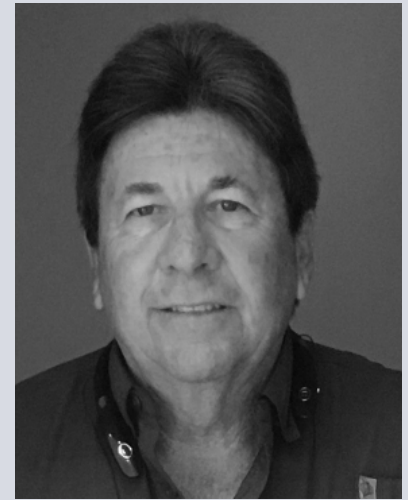
Gary was a superintendent overseeing the construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Wilkinson Elementary School, Sarasota, FL

Mr. Gerdon provided the supervision of this fast-tracked summer project that included security upgrades to the entire campus consisting of access control systems, ballistics glazing at the reception area, and complete security fencing of the entire campus.

Alta Vista Elementary School, Venice, FL

Greg provided the supervision of this fast-tracked summer project that included security upgrades to the entire campus consisting of access control systems, ballistics glazing at the reception area, and complete security fencing of the entire campus.



Education

40 Years in the Construction Industry

Business Management
State College of Florida

Registrations

OSHA 30 Hour Certification
Gulf Coast Builders Exchange
Member
USGBC Member



JEFFREY G. BRUNDERMAN | SUPERINTENDENT

Relevant Project Experience

Cheney Brothers, Charlotte County, FL

\$29,000,000 General Superintendent 350,000+ sq ft of distribution warehouse & administration offices.

Charlotte County Sheriff's Office District 1 Headquarters

\$3,450,000 Project Manager 12,000 sq ft prototype office building.

Lemon Bay High School, Punta Gorda, FL

\$2,800,000 Superintendent of Athletic Field improvements including New Baseball & Softball Fields, New Sports Lighting and Campus Storm Water Improvements

L.A. Ainger Middle School, Charlotte County, FL

\$4,200,000 Superintendent 26,000 sf cafeteria building and remodel 10,000 sf existing cafeteria into 5 new classrooms.

Charlotte County Sports Park Reno/Exp, Charlotte County, FL

\$27,000,000 General Superintendent New Rays Spring Training Facility included an open air natural grass stadium which meets first class Major League Baseball Spring Training standards with approx. 6,000 fixed seats (including premium seating and outfield berm and other general admission areas accommodating up to 1500 fans. A 40,000 sf major & minor league clubhouse, one full size grass major league practice field, one grass half field, and four full size minor league practice fields. An on-site parking lot for +/- 1500 vehicle

South County Regional Park, Punta Gorda, FL

\$9,987,000 Superintendent 90 acre regional park. The project will include (5) lighted and irrigated baseball fields, four (4) lighted and irrigated soccer fields, a gymnasium, 25-meter pool, tennis courts, and basketball courts. All parking, storm water management systems, and utilities.

Charlotte County Hurricane Relief

Superintendent Charlotte County suffered damage to over 200 County owned buildings or facilities because of Hurricane Charley. Based on Jeff's past performance on County projects Jeff supervised many repairs or re-build of these facilities, essentially acting as an extension of the County's staff. Jeff worked closely with the County, F.E.M.A., insurance carriers and design professionals to get the work completed and get the County back into these facilities.

Charlotte County Fire Station #5, Charlotte County, FL

Superintendent Rebuild of FS #5 due to Hurricane Charlie damages.

Hendry County EOC, Hendry County, FL

\$4,768,147 Superintendent EOC is 10,000 sq ft Emergency Operations Center in Hendry County housing emergency management personnel. The building is a hardened single-story concrete structure design to Miami-Dade standards for critical facilities with increased requirements resulting in a 200mph + 1.0 importance factor. Including 100% backup generator capabilities, Helipad, Communication Tower. Designed for min 72 hr of self-contained continuous operation not reliant on offsite facilities. Also designed to high impact standards for emergency operations facilities to withstand 15lb 2x4 @ 50mph. Equipped with survivable communications

Education

38 Years in the
Construction Industry
Charlotte High School
Graduate

Registrations

OSHA 30 Hour Certification
FDEP Qualified Stormwater
Management Inspector
Forklift Operator
Certification
Gulf Coast Builders
Exchange Member
USGBC Member

WESTLEY STOTT | ASSISTANT SUPERINTENDENT

Relevant Project Experience

City of Sarasota Utilities Admin Building Renovation, Sarasota, FL

Westley worked as our superintendent for this project which includes demolition and remodeling of the existing Utilities Administration Building. This project was done under our Continuing General Contractor Services Contract with the City of Sarasota.

Blue Pagoda Building, Sarasota, FL

We provided the daily supervision of this Historical remodel project. This project was done under our Continuing General Contractor Services Contract with the City of Sarasota.

North Port High School, North Port, FL

Westley served as the lead Safety Inspector for the project and oversaw the concrete and masonry structure for the project.

Jacaranda Assisted Living Facility, Venice, FL

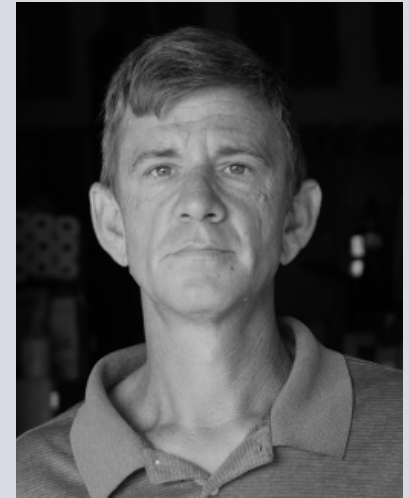
Westley was the lead Safety Inspector for this project and oversaw the entire "shell" construction of the project.

Maxine Barritt Park, Venice, FL

Mr. Stott provided the daily supervision of this coastal project that included reconstruction of the North Restroom Building. The project is located on Venice Beach. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton International Airport, Rental Lot Covered Parking, Sarasota, FL

Mr. Stott provided daily supervision of this project that consisted on the addition of covered parking canopies providing cover for over 500 parking spaces. Project was a renovation/addition to an existing facility that remained in continuous operations.



Education

18 Years in the Construction Industry

Building Construction Technology, Charlotte Technical School

Architectural/Structural Drafting, Charlotte Technical School

Registrations

OSHA 30 Hour Certification
Gulf Coast Builders Exchange Member

USGBC Member

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

The qualifications, clarifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by CONSTRUCTION MANAGER. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by the CITY, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its Exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the guaranteed maximum or fixed price as the case may be.

The following is of list of qualifications and clarifications that were used as a basis for establishing a GMP estimate and schedule timeline for the City of Venice Water Treatment Plant Improvements project.

DIVISION #1 – GENERAL

1. The list of documents as enumerated in **Exhibit D** is the basis for the **GMP Proposal** and schedule timeline. It is also noted that all future revisions to these drawings may necessitate changes to the GMP or project timeline.
2. Notwithstanding any language in the Contract Documents to the contrary, these Clarifications and Qualifications take precedence over the contract documents.
3. This proposal is based on mutual agreement of contract format, terms and conditions by both parties, and is subject to review for cost adjustments due to changes made in the contract before final agreement and execution.
4. This GMP Proposal is based upon accepted “Value Engineering” items as approved from an August 28, 2018 phone conference (Exhibit G). The CONSTRUCTION MANAGER has made assumptions on the work to be value engineered. The scopes for the proposed VE items were communicated to Magnum via redline drawings, sketches and descriptions without the benefit of final engineering or design plans. The CONSTRUCTION MANAGER shall review revised plans to confirm they match the intent of the proposed and accepted Value Engineering costs savings.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

5. Building permit fees and right-of-way-use permit fees have been included as an allowance in the amount of \$42,500.00.
6. The CONSTRUCTION MANAGER has included costs for Builders Risk Insurance as an allowance in the amount of \$17,500.00.
7. The CONSTRUCTION MANAGER GMP Proposal is based on working from the hours of 7 am through 5 pm Monday through Friday.
8. CONSTRUCTION MANAGER has included a Construction Manager Contingency in the amount of \$100,000.00.
9. The GMP includes an Owner Contingency in the amount of \$100,000.00.
10. The GMP Proposal is based upon utilizing Onsite Parking at the project site for CONSTRUCTION MANAGER and our subcontractors. The CONSTRUCTION MANAGER has not included any costs for offsite parking.
11. The GMP Proposal is based upon Onsite Staging, Onsite Dumpster space, and Onsite temporary toilets. The CONSTRUCTION MANAGER has not included any costs for offsite staging.
12. The CITY will provide CONSTRUCTION MANAGER an onsite office location for our Superintendent and Assistant Superintendent to utilize throughout the project duration at no cost to CONSTRUCTION MANAGER. CITY shall also provide an internet connection for CONSTRUCTION MANAGER use in the office space.
13. The GMP Proposal does not include any rework of the existing “Buildings” structure, unless specifically indicated in the drawings and/or specifications.
14. The CONSTRUCTION MANAGER has not included any “Attic Stock”.
15. The CONSTRUCTION MANAGER has included any material testing, weld testing, and any additional testing/inspections required as an allowance in the amount of \$30,000.00.
16. Any Allowance Items that may go beyond the allotted allowance shall be paid for via the CONSTRUCTION MANAGER Contingency.
17. CONSTRUCTION MANAGER will require the Architect to provide control points for all building layouts (horizontal & vertical) before we can start shop drawings and/or construction. This control will be used to set the elevations, location, and to reference the control to ensure the buildings are the same size/elevation as per the Construction Documents.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

18. CONSTRUCTION MANAGER has not included providing Record Drawings and/or Asbuilt Drawings to the CITY at the project completion. The CONSTRUCTION MANAGER will provide redline marked up drawings addressing any changes, deviations, etc. to Fawley Bryant Architects for them to prepare the required Record Drawings for the CITY, if required.
19. The following are specifically excluded from the GMP Proposal:
- a. Environmental and Hazardous substance testing. (Handling or Removals)
 - b. Asbestos Remediation.
 - c. Site Security Guard Services.
 - d. Utility Fees, Start-up Utility fees and meter deposits for Hook-up and Services
 - e. Threshold Inspections (these are not Threshold Building's)
 - f. Disposal and replacement of unsuitable soils.
 - g. Primary Utility Service costs (FPL)
 - h. Owner/Architect's office trailer on the project site
 - i. Design Services
 - j. Elevation Certificates
 - k. As-Built Survey
 - l. Imported fill material
 - m. Tree Protection
 - n. Landscaping/Irrigation
 - o. Any Commissioning
 - p. Lightning Protection
 - q. Security Systems/Access Control Systems

DIVISION #2 – SITEWORK

1. The GMP Proposal includes a Helical Anchor Allowance in the amount of \$19,395.00 for any additional helical anchors required due to the existing soil conditions, etc.
2. The GMP Proposal does not include any "Load Tests" for the Helical Anchors. If required, shall be provided by the CITY.
3. The CONSTRUCTION MANAGER has not included any relocation of existing utilities if required due to conflicts with the new building Helical Anchors or foundations. If utility relocations are required, they shall be done by others.
4. Excessive rock removal or demucking has not been included. Excessive rock removal is defined as rocks unable to be removed with a 1 cubic yard (CY) backhoe

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

- bucket. All larger rocks in excess of 1 CY will be removed from the site at additional costs determined at time of removal. All demucking of unsuitable soils will be subject to a change order for excavation, removal from site plus additional imported fill and placement, which such costs will be determined at time of discovery and removal. Any unforeseen rocks or unsuitable materials uncovered during construction will be documented with the CITY and removed on a time and material basis.
5. The CONSTRUCTION MANAGER has not been issued any civil drawing info for the Sand Filter coordination as indicated on plan sheet A3.0 (Building B). Any reconfiguration/rework shall be billed towards the Owner's Contingency, if required.

DIVISION #3 – CONCRETE/MASONRY

1. The false columns at Grid Lines 5/6 and at the SE Corner of Building C have no foundation and/or housekeeping curb indicated on the Structural Plans. Architect/Structural Engineer to clarify the details. Any pricing changes to be paid via the CONSTRUCTION MANAGER Contingency.
2. Building C, plan sheet A6.3, Wall Section #2/A6.3 indicates a concrete slab and to refer to Structural. This slab is not on the structural drawings therefore is not included. Architect to provide revised details. Any pricing changes to be paid via the CONSTRUCTION MANAGER Contingency.
3. Building HSP architectural plans and structural plans do not matchup for the new Columns @ grid lines 2,3, 4, & 5 on the current issued plans. CONSTRUCTION MANAGER has included the Structural elements as per supplemental detail dated 7/23/2018 as provided by Hees & Associates.

DIVISION #5 – METALS

1. CONSTRUCTION MANAGER has included the Railings, Decorative Gates and Green Screens as a substitution utilizing a local aluminum subcontractor that will custom make these elements in lieu of purchasing from a manufacturer.
2. Aluminum Gates are included as follow:
 - a. Gates and Fence to have 2" square rails, 1.5" x 1" intermediate rails, ¾" square pickets with pressed spear tips, and 2.5" square posts.
 - b. Standard hinges and latches.
 - c. Aluminum to have standard color Kynar finish.
3. Aluminum Railing are included as follow:
 - a. 42" guardrails to have 1.5" schedule 40 pipe top cap, 1.25" schedule 40 bottom rail, ½" schedule 40 pickets, and 1.5" schedule 80 pipe.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

- b. Handrails fabricated with 1.5” round tube.
 - c. Aluminum to have standard color Kynar finish.
4. Green Screens are included as follow:
- a. Green Screens to have 1.5” square tube frames with ¼” aluminum wire mesh with 4” square holes.
 - b. Aluminum to have standard color Kynar finish.
5. The CONSTRUCTION MANAGER is not doing erection drawings for light gauge metal & wall/ceiling systems or Structural Steel. The CONSTRUCTION MANAGER will provide shop drawings for the structural steel scope and engineered shop drawings for the light gauge metal framing. The CONSTRUCTION MANAGER will provide standard manufacturers cut-sheets, NOA, Florida Product Approvals, etc. for any wall & ceiling systems.

DIVISION #6 – WOOD & PLASTIC

- 1. The CONSTRUCTION MANAGER excludes any “Wood Corbels”. All exterior building trims, corbels, etc. will be foam trims.

DIVISION #7 – THERMAL

- 1. The Barrel tile concrete tile roof system is based upon tier 1 color scheme only. Any additional charges for any tier above tier 1, will be paid via the Owner’s Contingency.
- 2. The Flat Roof is included as the approved Value Engineering item, to utilize a fully adhered GAF .60 mil TPO tapered flat roof system in lieu of the specified system.
- 3. General for all (4) buildings - no existing roof deck substrate replacement included - any existing roof deck substrate requiring repair/replacement will be paid via the Owner Contingency. These conditions were not identified in the drawings therefore we cannot account for these costs, if any.

DIVISION #8 – DOORS

- 1. Aluminum storefront is included as YKK, 2-1/2” x 5” impact YHS50, with YW3N white finish. Glazing is included as 1-5/16” bronze with Low-E. Applied muntins included for fixed framing and doors as indicated. Entrance doors are 35H series impact with manufacturers standard hardware for impact doors including 3-point lock and surface mounted closure. Engineered Shop drawings are not included however manufacturer standard drawings and Florida Product Approvals will be provided.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

2. The GMP Proposal includes (2) SolaMaster Series Solatube 750DS-C (21" daylighting system). Each unit shall consist of the following minimum requirements:
 - a. Acrylic outer dome + polycarbonate inner dome (Florida Product Approved).
 - b. Curb mounted flashing & curb.
 - c. 16" top and bottom angle kit.
 - d. (4) 24" extension tubes (max. run 126" from top of curb).
 - e. (1) 90-degree extension tube.
 - f. Optiview Diffuser Ceiling Kit.

DIVISION #9 – FINISHES

1. The CONSTRUCTION MANAGER has included all exterior light gauge metal framing as 18 gauge and includes engineering.
2. Stucco at metal framing/sheathing will be installed with 2.5lbs/sy self-furring paperback lath over exterior gypsum. All stucco accessories to be vinyl type. All trims, corbels, etc. included as EIFS shapes/bands comprised of type 1 class "A" EPS, detail mesh, base coat and DPR finish.
3. Stucco repairs at Building "C" North elevation are not included as per accepted value engineering. The GMP includes Add Alternate #1, for stucco repairs at the Building C, West Elevation Mansard in the amount of \$1,872.50. Stucco repairs at any other existing building is excluded.

DIVISION #10 – SPECIALTIES

1. The GMP Proposal includes (1) exterior sign at Building "C" only. All other signage is excluded (this includes any building numbers, etc.).
2. Hurricane protection panels have been included as the fabric type only. There were no specifications provided for the hurricane protection elements.

DIVISION #15 – MECHANICAL

1. The CONSTRUCTION MANAGER excludes any repairs to the existing Air Conditioning Units for buildings A, B & C. Any repairs shall be by others or paid via the Owner's Contingency, if required.
2. The CONSTRUCTION MANAGER excludes any sealed engineering tie downs for HVAC equipment. We will provide a general engineered cut sheet with a Florida Product Approval or NOA.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

3. The CONSTRUCTION MANAGER has excluded the removal (or relocation) of the existing generator muffler/exhaust system, diesel tank vent piping, and diesel tank.
4. The CONSTRUCTION MANAGER excludes providing a new Diesel Fuel Tank and Housekeeping pad as indicated on Building B, Plan Sheet A3.1, as this work is not part of this project scope.
5. CONSTRUCTION MANAGER excludes any work on the existing generator, diesel tank, and switchgear.

DIVISION #16 – ELECTRICAL

1. The GMP Proposal includes the removal and disposal of (1) free standing tower as indicated. All existing tower communications cabling, etc. to be removed by the CITY.
2. The GMP Proposal includes installing new fiber from Building A to Building B. The Headend Equipment was not specified therefore terminations are subject to approval.
3. The CONSTRUCTION MANAGER excludes any Voice/Data wiring or devices (none indicated).
4. Regarding plan sheet, E3.1 - Keyed Note #2, plans do not indicate the video feed drops, etc. therefore we have excluded this work. Once the scope has been established via updated Electrical Plans, the work will be paid via the Owner Contingency. The CATV Service provider to install underground service via Directional Boring - no roadway patching included for this scope of work.
5. The CONSTRUCTION MANAGER excludes any new Fire Alarm Systems, Security Cameras, Access Controls wiring or devices and/or equipment.
6. The GMP Proposal includes the “Lantern” style lights as “Philips Hadco V8915-A-B4-N-X-LED-120-S” as provided by via email dated 2/14/2018 from Chip Swider with Fawley Bryant Architecture.

EXHIBIT G VALUE ENGINEERING

CITY OF VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

COST SAVING OPTIONS

	<u>Description</u>	<u>Value</u>	results from 8/28/18 meeting				
			Status			Accept'd Values	Pending Values
			Accept'd	Reject'd	Pending		
VE #1	Reduce metal trusses, metal framing, plywood, stucco & reduce tile roof & increase flat roof - Building B	(\$54,750)	X				(\$54,750)
VE #2	Reduce metal trusses, metal framing, plywood, stucco & reduce tile roof & increase flat roof - Building HSP	(\$32,600)		X			
VE #3	Remove "Green Screens" from Building HSP	(\$2,966)		X			
VE #4	Deduct Builders Risk Insurance, Insurance provided by the City of Venice.	(\$18,725)		X			
VE #5	Deduct temporary jobsite office trailer - City of Venice to provide onsite office space in one of the buildings	(\$13,455)	X				(\$13,455)
VE #6	Deduct internet service for temp. jobsite office - City of Venice to provide onsite internet access.	(\$1,391)	X				(\$1,391)
VE #7	Deduct Threshold Inspections from CM Scope - EOR to provide the structural steel inspection services.	(\$21,400)		X			
VE #8	Omit the "Green Screens" from Building B.	(\$8,898)		X			
VE #9	VE exterior lantern style light fixtures to something more economical - TBD. (28 each total)	(\$37,800)		X			
VE #10	Omit existing stucco repairs @ Building C North Elevation	(\$8,828)	X				(\$8,828)
VE #11	Utilize GAF .60 mil TPO roof system in lieu of specified Fibertite roof system.	(\$13,840)	X				(\$13,840)
Total Cost Savings (possible)		(\$214,653)	Totals				(\$92,264)

EXHIBIT G
SUBCONTRACTOR LIST
City of Venice Water Treatment Plant Building Improvements

DIVISION #2 – SITEWORK

1. Eagle Site Development
2. Forristall Enterprises
3. Earth Tech, LLC.

DIVISION #3 – CONCRETE/MASONRY

1. Trinity Concrete, Inc.

DIVISION #5 – METALS

1. United Structures
2. United Steel Works, Inc.
3. Seminole Machine & Welding, Inc.
4. Mullets Aluminum Products, Inc.

DIVISION #6 – WOOD & PLASTIC

1. Commercial Contracting Systems, Inc.

DIVISION #7 – THERMAL

1. CRM South Roofing Solutions

DIVISION #8 – DOORS/WINDOWS/SKYLIGHTS

1. Heritage Glass, Inc.
2. Suncoast Commercial Door & Hardware
3. Specified Architectural Systems, Inc.

EXHIBIT G
SUBCONTRACTOR LIST
City of Venice Water Treatment Plant Remodel

DIVISION #9 – FINISHES

1. Commercial Contracting Systems, inc.
2. Lee Drywall, Inc.
3. Tuff Mudders, Inc.
4. Service Contracting Solutions, Inc.

DIVISION #10 – SPECIALTIES

1. Jansen Specialties and Shutters
2. H&H Signs, Inc.

DIVISION #15 – MECHANICAL

1. Circle Plumbing, Inc.
2. Power Air Conditioning, Inc.

DIVISION #16 – ELECTRICAL

1. NCN Electric, Inc.

**CONTRACT AMENDMENT NO. 1
TO AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES -**

This Contract Amendment is made and entered into upon execution by both parties by and between **CITY OF VENICE**, a political subdivision of the State of Florida, hereinafter referred to as the "**CITY**," and **MAGNUM BUILDERS OF SARASOTA, INC.**, hereinafter referred to as "**CONSTRUCTION MANAGER**," to complete construction of the City of Venice Water Treatment Plant Building Improvements Project.

WITNESSETH

WHEREAS, the CITY and the CONSTRUCTION MANAGER entered into an Agreement for Construction Manager at Risk Services - ("Contract" or "Agreement"), dated October 3, 2017, for the City of Venice Water Treatment Plant Building Improvements Project ("Project"); and

WHEREAS, the Contract authorized Preconstruction Phase Services; and

WHEREAS, the CITY and the CONSTRUCTION MANAGER now wish to amend the Contract to provide for Construction Phase Services of the project to complete the construction of the Project.

NOW THEREFORE, the CITY and CONSTRUCTION MANAGER in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The CONSTRUCTION MANAGER'S services in this Amendment shall mean the services as described in Exhibit A, Construction Phase Services, attached and incorporated herein.
2. The Contract amount is increased with this Amendment in the amount of Three Million, Eight Hundred Twenty-Six Thousand, One Hundred Fifty-Eight and 00/100's dollars (\$3,826,158.00). The Contract amount, as increased herein, is further detailed in Exhibit B, GMP Summary, attached and incorporated herein. The revised Contract amount is Three Million, Eight Hundred Ninety-Two Thousand, Seven Hundred Seventy-Seven and 50/100's dollars (\$3,892,777.50).
3. The Project Schedule as used in this Amendment shall mean the timeline prepared by the CONSTRUCTION MANAGER and approved by the CITY for accomplishing the construction of the Project, which is attached and incorporated herein as Exhibit C, Project Schedule. The Project Schedule shall include all major sequences of the construction work, material supplies, long-lead procurement, Design Consultant's approval of shop drawings, schedules for Change Orders, if any, and performance testing requirements.
4. The Construction Documents as used in this Amendment shall mean Exhibit D, Enumeration of the Project Documents, attached and incorporated herein, as well as revisions to the Construction Documents as provided for herein.

5. The CONSTRUCTION MANAGER'S Key Personnel as used in this Amendment shall mean those individuals identified in Exhibit E, CM's Key Personnel, attached and incorporated herein.
6. The CONSTRUCTION MANAGER'S Clarifications and Exclusions to the Contract Documents as identified in Exhibit F, Clarifications and Qualifications, are attached and incorporated herein.
7. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the CITY and CONSTRUCTION MANAGER have executed this Amendment as of the last date written below.

WITNESS:

MAGNUM BUILDERS OF SARASOTA, INC.

Print Name: Jackie Busch

Print Name: Clint A. Riley

Signed By: *Jackie Busch*

Signed By: 

Date: Oct. 1, 2018

Title: Vice President

Date: Oct. 1, 2018

CITY OF VENICE

BY: _____
JOHN HOLIC, MAYOR

DATE: _____

ATTEST:

By: _____
LORI STELZER, CITY CLERK

Approved as to form and correctness:

By: _____
KELLY M FERNANDEZ, CITY ATTORNEY

EXHIBIT A CONSTRUCTION PHASE SERVICES

This Exhibit contains a list of contract provisions applicable to the Construction Phase, and shall supplement the other provisions of the Agreement which shall remain in effect during the Project. This list is not exclusive, and is subject to modification at the discretion of the CITY as mutually agreed.

I. Additional Definitions

- A. **Owner's Contingency:** The Owner's Contingency shall mean a sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent.
- B. **Milestone:** A principal event or Work item, specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- C. **Notice to Proceed:** A written notice given by the CITY to the CONSTRUCTION MANAGER fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Contract. The Notice to Proceed will fix the dates of Milestones, where applicable, Substantial Completion, and Final Completion of the Contract, based on the stipulated Project Schedule.
- D. **Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the CONSTRUCTION MANAGER and submitted by the CONSTRUCTION MANAGER to illustrate some portion of the Work.
- E. **Underground Facilities:** All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, reuse water, storm water, other liquids or chemicals, or traffic or other control systems.

II. Licenses

The CONSTRUCTION MANAGER shall be licensed at all times during the term of this Agreement to do business as a State Certified General Contractor with the State of Florida.

III. Notice to Proceed

The services to be rendered by the CONSTRUCTION MANAGER shall commence upon the CONSTRUCTION MANAGER'S receipt of the written Notice to Proceed from the CITY'S Administrative Agent. Within five (5) calendar days after issuance of the Notice to Proceed, the CONSTRUCTION MANAGER shall deliver

to the Administrative Agent a detailed Project Schedule. This Project Schedule shall also include the calendar dates for the delivery or completion of all documents, reports, or other data, as required by this Agreement.

IV. Concealed or Unknown Conditions

If the CONSTRUCTION MANAGER encounters conditions at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unanticipated physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CONSTRUCTION MANAGER shall promptly provide notice to the ADMINISTRATIVE AGENT and Engineer before conditions are disturbed and in no event later than five (5) days after first observance of the conditions.

V. Compensation and Payment for CONSTRUCTION MANAGER'S Services

A. The CITY shall pay the CONSTRUCTION MANAGER for the services and Work rendered hereunder and completed in accordance with the terms of this Agreement and any exhibits or amendments hereto, as follows:

CONSTRUCTION MANAGER shall be paid a total amount not to exceed **Three Million, Eight Hundred Twenty-Six Thousand, One Hundred Fifty-Eight and 00/100's dollars (\$3,826,158.00)**. "GMP," for those services and Work contained in this Agreement, which Work shall be completed within Exhibit C, Project Schedule, and shall be compensated in accordance with Exhibit B, GMP Summary, each Exhibit being attached hereto and made a part of this Agreement. The sum total of the Cost of the Work, the General Conditions, Insurance, Payment and Performance Bonds, the CONSTRUCTION MANAGER'S contingency, the CONSTRUCTION MANAGER'S Fee and the Owner's Contingency are together guaranteed by the CONSTRUCTION MANAGER not to exceed the GMP.

B. It is understood that the CM Contingency line item is within the GMP and is to cover costs and expenses of the CONSTRUCTION MANAGER incurred as a result of unforeseen or unanticipated events or circumstances that would normally be expected to be encountered in the construction of the Project. The CONSTRUCTION MANAGER may transfer amounts between and among the CM Contingency and line items, only as authorized by an Interim Field Change Agreement (IFCA) as defined in Article XXXIV, which will not be unreasonably withheld, as pricing becomes more certain and to cover cost overruns. If the scope of the contingency expenditure is defined as a Cost of the Work in the Contract, the IFCA shall be authorized. Each monthly report and application for payment shall contain a CM Contingency report including any item that the CONSTRUCTION MANAGER has requested to charge to the CM Contingency.

1. General Conditions Staffing is a fixed line item within the GMP. The CM Contingency shall not be utilized for increasing General Conditions staffing.

C. It is understood that the Owner Contingency line item is within the GMP and may be transferred into line items at the Owner's sole discretion and approval, subject to the CONSTRUCTION MANAGER's rights and responsibilities defined herein. Each monthly report and application for payment shall contain an Owner Contingency report including any item that the Owner has authorized to change into the work.

VI. The CONSTRUCTION MANAGER shall maintain an adequate and competent construction management staff and may associate with other qualified firms for the purpose of rendering services hereunder, without additional cost to the CITY and upon prior approval by the CITY'S Administrative Agent. The CONSTRUCTION MANAGER, however, shall not sublet, assign or transfer its work under this Agreement except as provided in Article XI of the Agreement.

VII. Lines of Authority

A. The CONSTRUCTION MANAGER shall establish and maintain lines of authority for his personnel and shall provide this definition to the Administrative Agent and all other affected parties such as the code inspectors of the governmental authority having jurisdiction, the Trade Contractors and the Design Consultant, to provide general direction of the work and progress of the Project and Trade Contractors.

B. The CONSTRUCTION MANAGER shall provide the Administrative Agent and all Trade Contractors with bid package definitions for the construction of the Project, containing beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to Trade Contractors and suppliers. It shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the CONSTRUCTION MANAGER'S work to the work of its Trade Contractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule.

VIII. Project Schedule

A. The CONSTRUCTION MANAGER shall submit an updated Project Schedule with each month's pay application. Project Schedule updates do not become incorporated into this Agreement until approved in writing by the Administrative Agent. The CONSTRUCTION MANAGER, at his discretion or as requested by the Administrative Agent, may submit Project Schedule updates for consideration more frequently than monthly. Additionally, upon identifying an event or occurrence with the potential to impact the Project Schedule as described in Article XLI, the CONSTRUCTION

MANAGER shall prepare an updated Project Schedule reflecting the possible impact(s) and shall submit the updated Project Schedule to the Administrative Agent for consideration within ten (10) days of the identification of said event or occurrence.

- B. The Project Schedule shall include all major sequences of the construction work, material supplies, long lead procurement, Design Consultant's approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CONSTRUCTION MANAGER shall hold job-site meetings at least bi-weekly with the Project Team and once each week with the Trade Contractors and the Design Consultant as needed, or more frequently as required by work progress, to review progress, discuss problems and their solutions, and coordinate future work with all Trade Contractors.
- C. Upon acceptance and written approval by the Administrative Agent of an updated Project Schedule, all prior approved Project Schedules shall be deemed superseded and shall not provide a basis for any claims of delay made by the CONSTRUCTION MANAGER.

IX. Project Management Information System - Not Used

X. CONSTRUCTION MANAGER'S Key Personnel

- A. The CONSTRUCTION MANAGER shall ensure that those key personnel identified in Exhibit E, Key Personnel, attached hereto and incorporated herein, shall remain assigned to the Project in their designated roles, for the duration of the Project.
- B. The CONSTRUCTION MANAGER shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSTRUCTION MANAGER'S key personnel must receive the Administrative Agent's written approval.
- C. The timely performance and completion of the required services are vitally important to the interest of the CITY. The CONSTRUCTION MANAGER shall assign a Project Manager acceptable to the Administrative Agent, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement

XI. Solicitation of Bids (Post-GMP) – Not Used

XII. General Conditions

- A. General Conditions Items shall be deemed to mean provision of facilities or performance of work by the CONSTRUCTION MANAGER for items that do not lend themselves readily to inclusion in the permanent work of the Trade Contracts. General Conditions Items may include, but are not limited to, the following:

1. Temporary Facilities
Temporary offices/field offices
Sheds
Toilets, Rental Toilets
Storage
Protection
First aid and facilities
Signage, project sign
2. Temporary Utilities
Temporary Light & Power, including utility hook-up/disconnect fees
Utilities costs during construction (sanitary, sewer, electrical) including on-site trailers.
Utility hook-up/disconnect Fees
Temporary Heat
Temporary Plumbing
Temporary Electrical
3. Hoist Facilities
Material Hoists
Personnel Hoists
Temporary Elevators
Scissor Lifts
Special Construction for Hoist
Specify Safety and protection for Hoist
4. Protection and Safety
Safety Labor
Safety Materials
Fire Extinguishers
Site Fencing, barricades and safety signage
Protect Finish Work
Traffic Control
Flagmen
Protect Existing elements
5. Cleaning
Cleaning Labor
Cleaning Materials and Equipment
Front-end Loader/Forklift
Trash Chute and Dumpsters
Rubbish Removal
Final Cleaning
Site Cleaning

6. Field Office
Laborers (related to CONSTRUCTION MANAGER's work)
Carpenters (related to CONSTRUCTION MANAGER's work)
Layout crews
Computer Systems, printers, faxes, etc.
Office Equipment & Furniture and supplies
Drawing reproduction (including bid document and specification reproduction for bidding)
Vehicles
7. Miscellaneous/General Expenses
Existing conditions surveys
Preconstruction Damage Surveys
Office supplies
Postage & Shipping & Deliveries
Express Mail/messenger services
Expediting
Scheduling
Travel and Expenses
Photography and Video
Surveying
Jobsite Signs
Job Radios and Chargers
Misc. tools and equipment
Travel
Printing, scanning, copying, postage, paper and drawing reproduction
Blueprint/Photostat
Phone Charges
Weather protection
Pumping
Pest control
Ceremonies
Alcohol and drug testing
Progress photos
8. Contract closeout
Warranties administration
Punch list activities and administration
All other items necessary to properly close out the work
9. Taxes and Other
Sales and Use tax for general condition items

XIII. CONSTRUCTION MANAGER Fees and Direct Costs of the Project

- A. The price for staffing will be included in the General Conditions. The staffing shall be listed as a separate line item in the GMP and that line item is included within the line item for the General Conditions Items. Costs for staffing include salaries and wages paid for labor in the direct employ of the CONSTRUCTION MANAGER under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable. The CONSTRUCTION MANAGER shall not be permitted to utilize or transfer Construction Manager or Owner's Contingency funds for the payment of any staffing costs without written approval of the Administrative Agent.
- B. **COST OF THE WORK:** The Cost of the Work consists of all the costs necessarily incurred by the CONSTRUCTION MANAGER in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Administrative Agent. Cost of the Work includes, but is not limited to, the items below, all of which are included in the GMP (unless otherwise determined by the Administrative Agent, as stated above).

Cost of the Work Items:

1. Payments made or obligated to be made for the costs of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
2. Payments due to Trade Contractors from the CONSTRUCTION MANAGER or payments made or obligated to be made by the CONSTRUCTION MANAGER to Trade Contractors for their work performed pursuant to Trade Contracts under this Agreement.
3. Payments made or obligated to be made for the transportation and maintenance of all materials, equipment and supplies excepting those provided for in the General Conditions.
4. Rental charges for all necessary machinery and equipment used at the site of the Project, whether rented from the CONSTRUCTION MANAGER or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Trade Contractor's or the CONSTRUCTION MANAGER's own forces in the performance of the work, said rental charges to be consistent with prevailing rates in the area for similar items.
5. The charges of premiums for all insurance and bonds that the CONSTRUCTION MANAGER is required to procure by this Agreement and any required increases in said insurance and bond costs excepting those provided for in the General Conditions.

6. Sales, use, gross receipts or similar taxes imposed by any governmental authority and for which the CONSTRUCTION MANAGER is liable.
 7. Costs for clean-up, trash, waste and debris control and removal from the site.
 8. Costs of all reproduction used for information purposes required by the Representatives to directly benefit the Project.
 9. Costs for security systems for the Project, as required and approved by the Administrative Agent.
 10. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space, excepting those provided for in the General Conditions.
 11. Costs for temporary facilities, including temporary power and sanitary facilities.
 12. Costs for testing of materials and equipment and inspection of the work.
 13. Costs for all General Conditions, including salaries and wages paid for labor in the direct employ of the CONSTRUCTION MANAGER in the performance of the General Conditions under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable with respect thereto.
 14. Record Drawings: Costs for updating as-built documentation.
 15. Costs incurred in repairing or correcting damaged or nonconforming Work executed by Trade Contractors, but only to the extent that the cost of repair or correction is not recoverable by CONSTRUCTION MANAGER from applicable insurance or responsible Trade Contractors within a commercially reasonable period of time.
- C. Discounts, Rebates and Refunds: Shall be in accordance with Section XXXVII-K.

XIV. Retainage

Retainage shall be withheld on the entire GMP from each monthly payment request, in an amount of five percent (5%) of the request. The CITY has no obligation to further reduce the retainage but may do so, provided however, that the Work has proceeded to the satisfaction of the CITY. All remaining retainage shall be requested in the Final Payment after Final Completion of the Work by the CITY.

XV. Accounting Records

The CONSTRUCTION MANAGER shall keep full and detailed account and exercise such controls as may be necessary for proper financial management

under this Agreement. The Administrative Agent shall be afforded full access to the CONSTRUCTION MANAGER'S records, books, correspondence, instructions, drawings, receipts, Trade contracts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project on an "open book" basis, and the CONSTRUCTION MANAGER shall preserve these for a period of five (5) years after final payment, or for such longer period as may be required by law after final payment. Trade contractors and subcontractors shall have the same obligations to maintain books and records and to permit audits. If any inspection of the CONSTRUCTION MANAGER'S or any Trade contractor or subcontractor's books and records or other documents reveals an overcharge, the CONSTRUCTION MANAGER shall pay to the CITY, or the CITY, at its election, may take a credit against future payments due to the CONSTRUCTION MANAGER, an amount equal to the overage. If, after the final accounting of the Project, the net total of all overcharges and undercharges is greater than Fifty Thousand Dollars (\$50,000) in the aggregate, the CONSTRUCTION MANAGER shall also pay all auditing expenses incurred by the CITY in determining the existence and amount of the overcharge, not to exceed Twenty Five Thousand Dollars (\$25,000).

XVI. Bonds

Following the CITY'S acceptance of the GMP and as precedent to approval of the Construction Phase Services Amendment, CONSTRUCTION MANAGER shall provide to the CITY a Performance and Labor and Material Payment Bond. The bonds shall be executed by the CONSTRUCTION MANAGER and a surety company authorized to do business in the State of Florida, in an amount no less than the GMP, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, material men, and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for said bond. Said bond shall be presented to the Administrative Agent for comment and shall be subject to the approval of the City of Venice.

XVII. Quality Control/Quality Assurance

- A. The CONSTRUCTION MANAGER shall develop and maintain a written quality control/quality assurance program, acceptable to the Administrative Agent to ensure that the quality specified in the Construction Documents is reflected in the actual construction of the Project. It shall supervise the work of all Trade Contractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and it shall continue to exert its influence and control over each Trade Contractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the CONSTRUCTION MANAGER and Design Consultant over acceptability of work and conformance with the requirements of the specifications and plans, the CITY'S Administrative Agent, shall be the final judge of performance and acceptability.

- B. The CONSTRUCTION MANAGER shall receive copies of all claims or reports issued by the Design Consultant or his consultants relative to the performance or acceptability of work.
- C. The CONSTRUCTION MANAGER shall be responsible and accountable for the quality control of the work.

XVIII. Trade Contractor Interfacing - The CONSTRUCTION MANAGER shall:

- A. Enter into contracts with the Trade Contractors, subject to approval by the Administrative Agent. Be the single point of contact between the Administrative Agent and Trade Contractors for the Project.
- B. Negotiate all Change Orders, requests for proposed change orders and Requests for Proposal with all affected Trade Contractors.
- C. Review the costs of those proposals and advise the Administrative Agent of their validity and reasonableness, acting in the CITY'S best interest, prior to requesting approval of each Change Order. Subject to the terms of Section XXXI of this Exhibit, before any work is begun on any Change Order, a written authorization from the CITY'S Administrative Agent must be issued. When health and safety are threatened, the CONSTRUCTION MANAGER shall act immediately to remove the threat to health and safety.
- D. Carefully review and check all shop drawings and forward the same to the Design Consultant for review and action. The Design Consultant will transmit within fourteen (14) calendar day's shop drawings back to the CONSTRUCTION MANAGER, unless otherwise directed by the Administrative Agent, and the CONSTRUCTION MANAGER shall issue the shop drawings to the affected Trade Contractor for fabrication or revision. Maintain a control system to promote expeditious handling of shop drawings.
- E. Request the Design Consultant to make interpretations of the drawings or specifications requested of it by the Trade Contractors and shall maintain a control system to promote timely response.
- F. Advise the Administrative Agent and the Design Consultant when timely response is required or has not been provided on any of the above, so as not to impact the Project Schedule. The Administrative Agent will affect a timely response from the Design Consultant in written form when necessary.

XIX. Permitting

- A. The CONSTRUCTION MANAGER shall secure all necessary permits not otherwise required to be secured and obtained by the Design Consultant, and shall ensure that all Trade Contractor permits are obtained, in a timely manner from the governmental authority having jurisdiction and all necessary permit fees are paid. The CONSTRUCTION MANAGER shall obtain all applicable building permits related to site development and utilization.

XX. Audio-Visual Pre-Construction Record: Prior to commencing the Work, the CONSTRUCTION MANAGER shall have a continuous color audio-video record in digital video format taken at and around the project site, and along the length of the proposed Work, to serve as a record of pre-construction conditions. No construction shall begin prior to review and acceptance of the digital video's covering the Work area(s) by the CITY. The CITY shall have the authority to reject all or any portion of the audio-video recordings and order that it be redone at no additional charge. The CONSTRUCTION MANAGER shall promptly reschedule the re-recording of unacceptable coverage after being notified. The CITY will designate those areas, if any, to be omitted from or added to the audio-video coverage. The audio-video recordings shall not be made more than thirty days prior to construction start. All audio/video recordings and written records related to the recordings shall become property of the CITY. Submittals of pre and post construction digital video recordings will be as specified in the Construction Documents.

XXI. Work Hours

- A. Regular working hours are defined as up to ten (10) hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M., excluding Saturdays, Sundays, and Holidays.
- B. Requests for approval by the CITY to work other than regular working hours must be submitted to the CITY at least 48 hours prior to any proposed weekend work or scheduled extended workweek hours.
- C. Periodic unscheduled work hours on weekdays will be permitted provided that two hours' notice is provided to the CITY. Maintenance and cleanup may be performed during hours other than regular working hours.

XXII. Erosion Control

Where certain thresholds are met relative to the amount of area disturbed by the Work, a National Pollutant Discharge Elimination System (NPDES) permit will be required and has been applied for by the Civil Engineer. The Construction Manager will obtain and follow the permit in accordance with the construction documents.

XXIII. Protection and Restoration of Public and Private Property

- A. The CONSTRUCTION MANAGER shall take all necessary precautions to prevent damage to public and private property. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the CONSTRUCTION MANAGER, or Subcontractors or agents, such property shall be restored by the CONSTRUCTION MANAGER, at the CONSTRUCTION MANAGER'S expense, to its original or better condition to that existing before the damage was done, or the CONSTRUCTION MANAGER shall make good the damage in another manner acceptable to the CITY.

- B. Should any claim be made by any adjacent property owner or occupant because of omission, neglect, or misconduct in the execution of the Work on the part of the CONSTRUCTION MANAGER, or its Subcontractors or agents, the CONSTRUCTION MANAGER shall promptly settle with such owners or occupants by negotiation or otherwise resolve the claim.
- C. Along the location of the Work, all sidewalks, streets, driveways, mailboxes, walks, lawns, landscaped areas, bushes, trees, shrubbery, irrigation systems and other above and below ground physical features shall be protected by the CONSTRUCTION MANAGER from damage due to the Work, and where disturbed or damaged, promptly restored to their original or better condition by use of similar or comparable materials. Fences, walls, and other features removed by the CONSTRUCTION MANAGER shall be replaced as soon as conditions permit. All grassed areas, which have been damaged by the CONSTRUCTION MANAGER, shall be re-graded, and sodded or seeded and mulched as directed by the CITY.
- D. Trees close to the Work shall be boxed or otherwise protected against injury. The CONSTRUCTION MANAGER shall trim all branches and roots that are liable to damage because of the CONSTRUCTION MANAGER'S operations, but in no case shall any tree be cut or removed without prior notification of the CITY. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. The CONSTRUCTION MANAGER shall abide by the CITY'S Tree Protection Ordinance.
- E. The protection, removal, replacement, and restoration of existing physical features along the line of Work shall be a part of the Work under the contract. Final Completion will not be provided, and final payment will not be made until all public and private property has been restored to the satisfaction of the CITY.
- F. In case of failure on the part of the CONSTRUCTION MANAGER to promptly restore damaged property, or make good such damage or injury, the CITY may, after providing seven (7) days written notice to the CONSTRUCTION MANAGER, proceed to repair, rebuild or otherwise restore such property and the cost thereof will be deducted from any monies due or which may become due the CONSTRUCTION MANAGER under the Contract.

XXIV. Protection of Historic and Archeological Resources

- A. If historic or archeological resources are encountered during the CONSTRUCTION MANAGER'S operations, the CONSTRUCTION MANAGER shall notify the CITY immediately, stop Work in the area until directed to restart, and proceed as directed below.
- B. According to Florida Statutes Chapter 872, it is unlawful to disturb, vandalize, or damage a human burial.
- C. In such cases, the CONSTRUCTION MANAGER shall move to another area of the

Work until the issue is resolved.

XXV. Inspection and Examination of the Work

- A. The CITY and/or authorized designee(s), shall have free access to the Work of the CONSTRUCTION MANAGER at any time for purposes of inspection and testing, and shall be reasonably assisted by the CONSTRUCTION MANAGER in conducting such inspections and testing of the Work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished Work. If a portion of the work has been covered that the Design Consultant has not specifically requested to examine prior to it's being covered, the Design Consultant may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the contract documents, cost of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such work is not in accordance with the contract documents, such cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner.
- B. The CITY will not supervise, direct, control, or have authority over or be responsible for the CONSTRUCTION MANAGER'S means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONSTRUCTION MANAGER to comply with laws and regulations applicable to the performance of the Work.
- C. All materials and equipment shall be subject to inspection, examination and testing by the CITY at any time during manufacture, and at places where manufacturing of the materials and equipment is taking place. The CITY may reject defective materials and equipment during manufacture or before or after they have been incorporated into the Work. If the CONSTRUCTION MANAGER fails to replace defective Work or rejected materials and equipment, the CITY may replace such materials and equipment or correct such defective Work and charge the cost thereof to the CONSTRUCTION MANAGER.
- D. No final inspection, acceptance of Work, materials or equipment or final or interim acceptance of same by the CITY or certification of the Design Consultant shall relieve the obligation of the CONSTRUCTION MANAGER to the CITY to do the Work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all terms and any obligations of the Contract.

XXVI. Right to Reject Defective Work

- A. The CITY has the authority to reject Work which is defective, or will not produce a completed Work that conforms to the Construction Documents or that will prejudice the integrity of the design concept of the completed Work as a functioning whole as indicated by the Construction Documents. The CITY also has authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. Prompt notice of all defective Work of which the CITY has actual knowledge will be given to the CONSTRUCTION MANAGER.

XXVII. Project Signage

- A. General: The CONSTRUCTION MANAGER shall furnish and install project signage as follows:
 - 1. Construction Notice Signs: Minimum 2ft x 3ft signs, as required for public safety, temporary wayfinding and information purposes. These signs may be relocated from time to time as dictated by the phasing of the work.
 - 2. Limits of Construction Fencing: Banner-type fabric screens, with content approved by the Administrative Agent, designed to cover construction fencing and screen construction activities from public view.
- B. Sign Locations:
 - 1. Project Signs shall be placed at the locations designated by the CITY.
 - 2. All signs shall be placed fully within CITY property rights.
 - 3. All signs shall comply with applicable FDOT and local land development regulations.
 - 4. Signs shall be placed at a position that will not obstruct pedestrian or vehicular traffic.
 - 5. Signs shall be placed at a location that will not create a hazard.
- C. Project Sign Construction:
 - 1. The project sign(s) shall be constructed of wood or other substantial material (example: plywood sheet with 4" x 4" supports and 2" x 4" cross braces).
 - 2. The sign face dimensions shall allow four feet of clearance provided from the bottom of the sign face to ground.
 - 3. Upon completion of the Project, the CONSTRUCTION MANAGER shall remove and dispose of the sign(s) and supports and restore the site to the satisfaction of the CITY.
- D. All project signage described herein or required by the Construction Documents shall be included in the GMP.

XXVIII. General Responsibilities – The CONSTRUCTION MANAGER shall have general responsibility for the functions set forth below and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:

- A. Maintain a hardbound Daily Construction Diary describing events and conditions on the site. Diary shall be maintained at the site during Construction Phase Services and available to the CITY and Design Consultant. A bound copy of the complete diary shall be submitted to the CITY at the conclusion of the Project.
 - 1. As an alternative, CONSTRUCTION MANAGER may transmit an electronic

Daily Construction Diary to the Administrative Agent at the end of each day of operations.

- B. Maintain a roster of companies on the Project with names and telephone numbers of key personnel and provide a method of identifying workmen on site
- C. Establish procedures to assure compliance with federal and state immigration laws (if any) applicable to employment of non US citizens.
- D. Establish and enforce job rules governing dress, parking, clean-up, use of facilities and worker discipline.
- E. Provide reasonable labor relations management for a harmonious, productive Project.
- F. Provide a general safety program for the Project to meet OSHA requirements, including any corresponding safety and health requirements established by state and local authorities.
- G. Monitor compliance for Trade Contractors without relieving them of responsibilities to perform work in accordance with the CONSTRUCTION MANAGER'S Environment, Health and Safety (EH&S) Program. The CONSTRUCTION MANAGER may, with the permission of the CITY'S Administrative Agent, delegate responsibility for safety implementation and safety functions including the obligations hereunder to Trade Contractors performing construction work and who are responsible for directly creating, controlling and correcting conditions at the work site. The Project shall conform to the CONSTRUCTION MANAGER Global Minimum Requirements for EH & S Program, if applicable.
- H. Provide for engineering layout of the entire Project to ensure dimensional and elevation controls. Such engineering layout will be done from control axis and established benchmarks by a professional surveyor approved by the Administrative Agent.
- I. Provide for first aid services for the Project to the extent appropriate.
- J. Arrange for temporary fire protection during construction.
- K. Provide on-site office that supports the efforts of the CONSTRUCTION MANAGER and the Project administrative activities of the Administrative Agent.
- L. Timely communicate the Project construction schedule with neighboring affected parties, including information regarding traffic impacts and construction noise.
- M. Maintain, stay current with, and review, all environmental studies, reports and documents relating to the Site, issued by any governmental agency and/or its consultants and any Project Team participant.
- N. ADMINISTRATIVE SERVICES - The CONSTRUCTION MANAGER shall provide job-site administrative functions during construction to assure proper documentation,

including but not limited to such activities as the following, and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:

1. Job Meetings - Regularly held progress and coordination meetings.
 2. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all Trade Contractors.
 3. Payments to Trade Contractors - Develop and implement a procedure for review, processing and payment of applications by Trade Contractors for progress and final payments.
 4. Document Interpretation - Refer to the Design Consultant all questions for interpretation of the documents prepared by the Design Consultant.
 5. Prior to Final Completion - All required guarantees, affidavits, releases, bonds and waivers, operation manuals, record drawings and maintenance books shall be transmitted to the CITY'S Administrative Agent via the Design Consultant.
 6. Final Completion of each Phase - Monitor the Trade Contractors' performance on the completion of the Project and provide notice to the Project Team that the work is ready for final inspection after the completion of the CONSTRUCTION MANAGER'S punch list and the Design Consultant punch list.
 7. Startup - Prior to Substantial Completion of each Phase, conduct with the CITY'S personnel a direct checkout of utilities, operation of systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.
- O. Record Drawings - The CONSTRUCTION MANAGER shall monitor the progress of its Trade Contractors on marked-up field prints at the completion of each phase of the Project, which shall be sent to the Design Consultant for review prior to preparation of the final as-built record drawings on AutoCAD files by the Design Consultant. Field mark-up of said as-built drawings shall be a direct cost item as part of the GMP of the CONSTRUCTION MANAGER. Updating record drawings will be a condition precedent to the monthly payments of the CONSTRUCTION MANAGER and the Trade Contractors. The Administrative Agent and the Design Consultant will monitor the status of the updated drawings. The CONSTRUCTION MANAGER will write this requirement for record drawings into the Trade Contracts.
- P. Physical Testing – The CONSTRUCTION MANAGER shall contract an independent qualified third party to perform physical testing (vertical construction components and subsurface items), according to industry standards applicable to the Project. The CONSTRUCTION MANAGER shall schedule and coordinate all appropriate

testing.

Q. ADMINISTRATIVE RECORDS -The CONSTRUCTION MANAGER will maintain on a current basis, files and records including, but not limited to those set forth herein below, and, unless specifically provided otherwise, the costs for performing these tasks is included in the GMP:

1. Contracts or purchase orders
2. Shop drawing submittal/approval logs
3. Equipment purchase/delivery logs
4. Construction drawings and specifications with addenda
5. Warranties and guarantees
6. Correspondences
7. Other material project related information

R. Cost accounting - The CONSTRUCTION MANAGER will maintain on a current basis, files and records to include, but not limited to, those items set forth herein below. Such files and records will be maintained at the job-site. The Project records shall be available at reasonable times or on an as-needed basis to the Administrative Agent and the Design Consultant for reference or review.

1. Trade contracts
2. Labor costs, if applicable
3. Material costs
4. Equipment costs
5. Cost proposal requests
6. Force account records
7. Payment request records (and invoices)
8. Cost estimates
9. Bulletin quotations
10. Insurance certificates and bonds
11. Contract changes
12. Purchase orders

13. Material purchase delivery logs
 14. Bid/Award information
 15. Bid analysis and negotiations
 16. CONSTRUCTION MANAGER contingency Report
- S. The CONSTRUCTION MANAGER shall provide consultation and project management to facilitate occupancy and provide transitional services to get the work, as completed by the Trade Contractors, in such conditions as will satisfy operational requirements.
 - T. The CONSTRUCTION MANAGER shall require the Trade Contractors to provide operational training on equipment to be used in the Project.
 - U. The CONSTRUCTION MANAGER shall conduct the preliminary punch list inspection and supervise the Trade Contractors in the completion of all punch list work prior to notifying the Design Consultant to perform its punch list work with occupancy.
 - V. The CONSTRUCTION MANAGER shall catalog operational and maintenance requirements of equipment to be operated by the CITY'S maintenance personnel, and convey these to the Administrative Agent in such a manner as to promote their usability.
 - W. At all times, the CONSTRUCTION MANAGER shall provide the Design Consultant and the Administrative Agent, easy and safe access to the Project construction Site(s) wherever it is in preparation and progress so Design Consultant and Administrative Agent may perform their functions. CONSTRUCTION MANAGER shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and not unreasonably encumber the Site with any materials or equipment. CONSTRUCTION MANAGER shall conform at all times to the CITY'S requirements for protection of plant, materials, equipment, and noise levels. CONSTRUCTION MANAGER shall keep driveways and entrances serving the sites clear and available to the CITY and emergency vehicles at all times, and will not use these areas for parking or storage of materials.

XXIX. WARRANTY

- A. The CONSTRUCTION MANAGER shall secure required guarantees and warranties, assemble and deliver to the Administrative Agent in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- B. Where any work is performed by Trade Contractors under contract with the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER and the Trade Contractors respectively shall warrant that all materials and as approved by the Design Consultant, furnished under the contract will be of good quality and new

unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

- C. The CONSTRUCTION MANAGER further agrees to have all Work found by the CITY to be defective in material or workmanship and not in conformance with the Construction Documents corrected by the appropriate Trade Contractor for a period of one (1) year from the date of acceptance of Final Completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. The CONSTRUCTION MANAGER shall collect and deliver to the CITY'S Administrative Agent, any written warranties given by others as required by the Construction Documents. Also, the CONSTRUCTION MANAGER shall conduct, jointly with the Administrative Agent and the Design Consultant, a warranty inspection nine (9) months after the date of acceptance of Final Completion of the Project and corrective action shall promptly be accomplished by the CONSTRUCTION MANAGER. The management of all warranty work shall be included in the GMP.
- D. Where warranty items are complete and final within one phase, warranty periods will begin at final completion of that phase.

XXX. ADMINISTRATIVE RESPONSIBILITIES OF CITY

- A. The Administrative Agent shall conduct periodic reviews of the work of the CONSTRUCTION MANAGER necessary for the completion of the CONSTRUCTION MANAGER'S services during the Project.
- B. The City of Venice City Council's approval will be required for Change Orders to the extent set forth in Section XXXIV of this Exhibit. For all other changes, the Administrative Agent and the CONSTRUCTION MANAGER shall agree in writing to the change.

XXXI. TRADE CONTRACTS – Not Used

XXXII. SUBSTANTIAL COMPLETION AND OCCUPANCY

- A. Substantial Completion is achieved when the entire work, or a portion thereof as described below, is complete and ready for occupancy and the full benefits of its intended use.
 - 1. The CITY and the CONSTRUCTION MANAGER acknowledge that the Project may be constructed in phases, where each "phase" is a generally isolated scope that together constitutes all of the Work. Unless otherwise authorized by the Administrative Agent, the CONSTRUCTION MANAGER shall provide for Substantial Completion at each phase.

- B. The Substantial Completion date for each project phase shall be as set forth on Exhibit C-1. The CONSTRUCTION MANAGER shall notify the Design Consultant when the Project is ready for Substantial Completion inspection of each project phase. The Design Consultant and the Administrative Agent shall inspect the Project jointly to ascertain if the Project is substantially complete. If the entire Project or Project Phase is determined to be substantially complete by the Design Consultant and the Administrative Agent, the CONSTRUCTION MANAGER shall prepare a Certificate of Substantial Completion to be executed by the CITY'S Administrative Agent. At the time of the substantial completion inspection for the Project, the CONSTRUCTION MANAGER shall provide to the Administrative Agent a listing of Project deficiencies which must be remedied in order to attain final completion. The Administrative Agent shall promptly review said listing and provide comments as to the completeness of the listing. Concurrently, the CONSTRUCTION MANAGER shall take action to remedy the deficiencies noted in this listing and as amended by the comments of the Administrative Agent. The CONSTRUCTION MANAGER shall have thirty (30) calendar days from the date of issuance of the Certificate of Substantial Completion of the Project within which to remedy the deficiencies and obtain Final Completion (or Final Acceptance for intermediate phases). At the end of the 30 day period, the Administrative Agent shall conduct a final inspection of the Project or Project Phase and ascertain if the deficiencies have been remedied and that the Project or Project Phase has achieved Final Completion or Final Acceptance as applicable.
- C. The services to be provided under this Agreement shall be in accordance with the Project Schedule.
- D. CONSTRUCTION MANAGER shall obtain all certificates of occupancy prior to substantial completion and in a timely manner in accordance with the Project Schedule.
- E. The CITY reserves the right to occupy and to place and install equipment in completed areas of the Site, before Substantial Completion and before Final Completion, provided such occupancy does not unreasonably interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of incomplete portions of the Work, nor shall it relieve the CONSTRUCTION MANAGER of its responsibility for completion of the Work in accordance with the Agreement.

XXXIII. LIQUIDATED DAMAGES

- A. CONSTRUCTION MANAGER acknowledges and agrees that the following provision shall be included in the in the Agreement:
 - 1. The Parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the CITY for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would

be difficult to ascertain. Accordingly, the Parties agree that the liquidated damages for those items of damage not otherwise provided for by this Agreement, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the CONSTRUCTION MANAGER shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the CONSTRUCTION MANAGER to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the CONSTRUCTION MANAGER'S delay will be deducted and retained out of the monies payable to the CONSTRUCTION MANAGER. If not so deducted, the CONSTRUCTION MANAGER and sureties for the CONSTRUCTION MANAGER shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall **Two Thousand Five Hundred Dollars (\$2500.00) per day**. The amount of liquidated damages to be assessed for each calendar day that Final Completion is delayed beyond the required date of Final Completion shall be **Seven Hundred Fifty Dollars (\$750.00) per day**.

XXXIV. CHANGES IN THE PROJECT

A. CONSTRUCTION MANAGER acknowledges and expressly agrees that the CITY, upon the direction of the Administrative Agent, may, without notice to the CONSTRUCTION MANAGER'S surety company, if any, make changes in the Work, including additions, deletions or modifications to the Work or the Project schedule thereof. CITY and CONSTRUCTION MANAGER acknowledge and agree that the volume and/or extent of changes in the Work ordered is expected to be substantial and that CONSTRUCTION MANAGER may make claims for additional compensation when and only if changes in the Work will substantially and materially increase Direct Costs, and not solely on processing the number or extent of such changes, but subject in all instances to the provisions and limitations contained in this Agreement.

1. Except in an emergency endangering life or property, no changes in the Work shall be performed by the CONSTRUCTION MANAGER unless a properly executed IFCA or Contract Amendment is received by the CONSTRUCTION MANAGER.

B. CHANGE ORDERS

1. The CITY's Administrative Agent may approve a change to the Project. Such changes to the Project may consist of changes within the general

scope of this Agreement consisting of additions, deletions, delays not attributable to the CONSTRUCTION MANAGER or other revisions that do not result in an increase to the GMP.

2. The CONSTRUCTION MANAGER shall not be entitled to a price adjustment due to the costs for review of any documents necessitated by a change to the Project or to the GMP, regardless of the reason for the change, including but not limited to amendments to this Agreement.
3. For changes initiated by the CITY the CONSTRUCTION MANAGER will receive a directive for change, will make recommendations to the Administrative Agent regarding the requested change and shall provide a price within fourteen (14) calendar days or sooner if practicable, to the CITY for the items delineated in the request for change. Should the CITY'S Administrative Agent so direct the CONSTRUCTION MANAGER to proceed in the preparation of a Change Order, the CONSTRUCTION MANAGER shall do so utilizing documents prepared by the Design Consultant.
4. A Change Order is a written order to the CONSTRUCTION MANAGER at the direction of the Administrative Agent and signed by the CITY and CONSTRUCTION MANAGER, issued after the execution of this Agreement, authorizing a change in the Project requirements, Construction Documents and/or the GMP, the CONSTRUCTION MANAGER'S fee and/or Project Schedule. Each adjustment in the GMP resulting from a change shall clearly separate the adjustment associated with the change.
5. The Direct Cost portion of a Change Order shall be determined in one or more of the following ways:
 - i. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Design Consultant and the Administrative Agent
 - ii. By unit prices stated in the Agreement or subsequently agreed upon
 - iii. By the method provided as follows:
 - a. If a lump sum or unit price cannot be agreed upon, the CONSTRUCTION MANAGER, provided he receives a written order approved and signed by the CITY, shall promptly proceed with the work involved. The cost of such change shall then be determined on the basis of the actual cost and savings of those performing the work attributed to the change. The CONSTRUCTION MANAGER shall keep and present, in such form as the CITY'S Administrative Agent may prescribe, an itemized accounting together with appropriate data supporting the increase in the cost of the Project.
 - iv. The amount of a decrease in the GMP to be allowed for any deletion or change that result in a net decrease in cost will be the amount of the

actual net decrease plus the corresponding CONSTRUCTION MANAGER Fee. This provision is not applicable to reductions for savings or Owner Direct Purchases.

6. Interim Field Change Agreement (IFCA)/Contract Amendment

- i. A Change Order will either be an IFCA or a Contract Amendment, depending on whether the Guaranteed Maximum Price stipulated in the Contract will be exceeded or not.
 - a. An IFCA will be issued for changes within the general scope of the Work that will not exceed the GMP. Once the IFCA is signed by the CITY and the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall promptly proceed with the Work involved.
 - b. A Contract Amendment will be issued for changes in the Scope of Work or any change that will increase the GMP. The CITY, with the CONSTRUCTION MANAGER'S input, will determine the extent of adjustment to GMP and Project Schedule and will prepare the Contract Amendment. The Contract Amendment shall be signed by the CONSTRUCTION MANAGER and approved by the CITY.
 - ii. The IFCA/Contract Amendment will include a detailed description of the Work covered under the Contract Modification, and any adjustments in the GMP or Project Schedule, or both which are agreed to by the parties. The IFCA/Contract Amendment may also include supporting data detailing the costs associated with the change in the Work.
7. All Change Orders will clearly indicate their impact, if any, on the date of Substantial Completion of the Project, as indicated in the Project Schedule. If the Change Order is not anticipated to impact the date of Substantial Completion, the Change Order shall so state.

XXXV. DESIGN CONSULTANT-INITIATED CHANGES

Without superseding the CONSTRUCTION MANAGER'S rights, the Design Consultant will have authority to recommend minor changes in the Project not involving an adjustment in the GMP or an extension of the substantial completion date and not inconsistent with the intent of the Construction Documents. Documentation of changes shall be determined by the Project Team and displayed weekly in the Project Management Information Service (PMIS). Such minor changes shall be effected by written order approved by the Administrative Agent and the CONSTRUCTION MANAGER prior to the commencement of work. If CONSTRUCTION MANAGER disagrees with the assessment as a minor change, it shall pursue its rights as otherwise provided in this Agreement.

XXXVI. PAYMENTS TO CONSTRUCTION MANAGER

- A. Schedule of Values: Prior to the first Application for Payment, the CONSTRUCTION MANAGER shall submit for review and acceptance by the Administrative Agent, a Schedule of Values that includes quantities and prices for all lump sum bid items, which when added together equal the lump sum contract price for each such item bid, and subdivides the lump sum items into component parts in sufficient detail to serve as the basis for the review and approval of progress payments during performance of the Work. The Schedule of Values shall be coordinated with the Construction Schedule and be broken down into sufficient detail to allow for the analysis of monthly pay applications.
- B. METHOD OF PAYMENT - The CITY shall pay the CONSTRUCTION MANAGER through payment issued by the Clerk of Courts in accordance with the Local Government Prompt Payment Act, Section 218.70 Florida Statutes, upon receipt of the CONSTRUCTION MANAGER'S properly prepared invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CONSTRUCTION MANAGER shall submit an invoice for payment to the Administrative Agent on a monthly basis for those specific services or tasks as described in this Agreement, or any amendments or exhibits hereto that were satisfactorily completed during that invoicing period.
- C. PROGRESS PAYMENTS - Based upon applications for payment submitted by the CONSTRUCTION MANAGER and approved by the CITY'S Administrative Agent, the CITY shall make progress payments to the CONSTRUCTION MANAGER against the construction budget of the Project or GMP for the Project, as provided in the conditions of the Agreement in accordance with the following procedures.

XXXVII. TIMES FOR PAYMENT

- A. The CITY will pay or cause to be paid to the CONSTRUCTION MANAGER that portion of the GMP, properly allocable to services, labor, materials and equipment already incorporated or to be incorporated in the work that has been satisfactorily performed in accordance with the requirements of the Construction Documents.
- B. The CONSTRUCTION MANAGER shall process each Trade Contractor payment within seven (7) working days upon receipt of payment from the CITY out of the amount paid to the CONSTRUCTION MANAGER for the Trade Contractor's work, the amount to which said Trade Contractor is entitled, reflecting the percentage actually retained, if any, from payments to the CONSTRUCTION MANAGER for such Trade Contractor's work.
- C. The CONSTRUCTION MANAGER'S and the Trade Contractor's notices, claims and lien waivers are to be submitted with the current month's application for payment and no additional payments will be made by the CITY without lien

waivers for the preceding month's application for payment.

- D. The CITY shall not have any obligations to pay or to see to the payment of any monies to any Trade Contractors except as may otherwise be required by law.
- E. No certificates for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the CITY shall constitute an acceptance of any work not in accordance with the Construction Documents. Such payments shall not constitute acceptance that the work was performed in accordance with the Agreement requirements.

F. PAYMENTS WITHHELD:

- 1. The CITY may decline to accept requests for payment to such extent as may be necessary, in its opinion, to protect the CITY from loss because of:
 - i. Work not performed strictly in accordance with the Agreement requirements, including defective work not remedied after notice and an opportunity to cure,
 - ii. Failure of the CONSTRUCTION MANAGER to make payments properly to Trade Contractors or for labor, materials or equipment in accordance with subcontracts,
 - iii. Property damage to the CITY or another separate contractor not under contract to the CONSTRUCTION MANAGER, due to the fault or neglect of the CONSTRUCTION MANAGER not otherwise covered by CONSTRUCTION MANAGER'S insurance.
 - iv. Reasonable evidence that the work will not be completed within the Project schedule; or
 - v. Persistent failure to carry out the Work in accordance with the Construction Documents.
- 2. When the above conditions are remedied, payment shall be made for amounts withheld because of them, with appropriate-withholding for any losses incurred.

- G. PAYMENTS FOR MATERIALS AND EQUIPMENT - Payments will be made for materials and equipment not yet incorporated in the Work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Administrative Agent on each occasion. The CONSTRUCTION MANAGER shall cause material stored off-site to be stored in a bonded warehouse or other facility approved by the CITY with the consent of the surety and provide such documentation as may be required by the Administrative Agent to prove unconditional ownership of such material,

- including but not limited to, bills of sale and fully-executed Uniform Commercial Code forms. Payments shall not be made for deposit or pre-payment for materials and equipment not yet delivered or stored as described above unless approved in advance by the CITY and with the consent of the surety.
- H. FINAL PAYMENT - Upon acceptance of Final Completion of the Project by the Administrative Agent, CONSTRUCTION MANAGER shall submit a final invoice for payment of the outstanding balance of the amount earned by the CONSTRUCTION MANAGER under the GMP. Upon acceptance of the final invoice by CITY the CITY shall pay the invoice amount as set forth above. Final Completion shall not be approved unless the CONSTRUCTION MANAGER has completed all punch-list items, furnished to the CITY'S Administrative Agent all warranty documents, operating manuals, and As-builts, attic stock and otherwise complied in all respects with the Construction Documents Project Close-Out requirements.
- I. DEBTS PAID - Before issuance of final payment for the Project, the Administrative Agent shall require satisfactory evidence, including but not limited to releases of all liens, that all CONSTRUCTION MANAGER'S payrolls, materials bills and other indebtedness connected with the Project have been paid or otherwise satisfied. The CITY'S Administrative Agent shall have the right to verify such payments at any time. The CITY reserves the right to audit all records from the participants in Project without limitation. All financial and project records for the Project shall be maintained for a period of five (5) years after issuance of final payment for the Project.
- J. PAYMENT AS WAIVER - The acceptance of final payment for the Project shall constitute a waiver of all claims for compensation and/or fees by the CONSTRUCTION MANAGER except those previously made in writing and unsettled.
- K. DISCOUNTS - All discounts, rebates and refunds shall accrue to the CITY and the Project to the extent the cost of the Project item is paid directly by the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall be credited to the CITY and the Project. The CONSTRUCTION MANAGER shall make reasonable efforts to notify the Administrative Agent of the availability of cash discounts or other discounts, rebates and refunds.
- L. COSTS IN EXCESS OF CONSTRUCTION MANAGER'S ESTIMATES - If bids or proposals for the Project are received that exceed the CONSTRUCTION MANAGER'S cumulative estimated budget of the Project, the CONSTRUCTION MANAGER shall nevertheless complete the Project in accordance with the Construction Documents, and shall not be entitled to any increase in the Guaranteed Maximum Price.

XXXVIII. SAFETY AND PROTECTION

- A. SAFETY PRECAUTIONS AND PROGRAMS - The CONSTRUCTION MANAGER

shall ensure that each of the Trade Contractors implement safety programs for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.

B. SAFETY OF PERSONS AND PROPERTY

1. Until acceptance of Final Completion of the Project by the CITY, the CONSTRUCTION MANAGER shall have the charge and care and shall take precaution against injury or damage to any part thereof by the action of the elements or from any other cause whether from the execution or from the non-execution of the Work. The CONSTRUCTION MANAGER will rebuild, repair, restore, and make good all injuries or damages to any portion of the Work by any of the above causes before acceptance of Final Completion, and bear the expense thereof except damage to the Work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONSTRUCTION MANAGER, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities. In case of suspension of work from any cause, the CONSTRUCTION MANAGER is responsible for the Project, will take precautions necessary to prevent damage to the Project, provide for normal drainage, and will erect necessary temporary structures, signs or other facilities at the CONSTRUCTION MANAGER'S expense as a cost of the work within the GMP. During such suspension of work, the CONSTRUCTION MANAGER shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedlings, and sodding furnished under this Agreement, and shall take adequate measures to protect new tree growth and other important vegetative growth against injury.
2. The CONSTRUCTION MANAGER shall enforce all reasonable precautions for safety and shall provide all reasonable protection thereof to prevent damage, injury or loss to:
 - i. All employees or Trade Contractors on the Project and all other persons who may be affected thereby
 - ii. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONSTRUCTION MANAGER or any Trade Contractor.
 - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
3. The CONSTRUCTION MANAGER shall cause to be erected and shall maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger

signs and other warnings against hazards, promulgating safety regulations and notifying the Administrative Agent and users of adjacent utilities.

4. The CONSTRUCTION MANAGER shall provide all pedestrian and vehicular barriers, gates and boundaries to effectively segregate construction operations from portions of the site not under construction, and shall provide on-site flagmen to direct safe conduct when and where construction vehicles or activities temporarily interact with the public.
5. The CONSTRUCTION MANAGER shall be responsible for and shall promptly remedy all damage or loss to any property caused in whole or in part by the CONSTRUCTION MANAGER, any Trade Contractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
6. The CONSTRUCTION MANAGER shall designate a responsible member of his organization, as approved by the CITY'S Administrative Agent, whose duty shall be the prevention of accidents on the site.
7. The CONSTRUCTION MANAGER shall not knowingly load or permit any part of the Work to be loaded so as to endanger its safety.

C. EMERGENCIES

1. In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his discretion to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the CONSTRUCTION MANAGER on account of emergency work shall be determined as provided herein for changes in the work.

XXXIX. DRAWINGS AND SPECIFICATIONS

- A. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities and locations for the installation of the various materials and equipment required for the Work. It is not intended that the Specifications will mention every item of Work which can be adequately shown on the Drawings nor is it intended that the Drawings show all items of Work described or required by the Specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which is shown on the Specifications and Drawings or is reasonably inferable there from as being part of the Work shall be provided by CONSTRUCTION MANAGER and included in the GMP whether or not such material or labor are expressly covered in the Drawings and Specifications.
- B. By execution of the Agreement, CONSTRUCTION MANAGER represents and covenants that
 1. CONSTRUCTION MANAGER has visited the Site, become familiar with local and all special conditions under which the Work is to be performed and

based on information provided by the CITY and public utilities and other available information, understands what is required to enable CONSTRUCTION MANAGER to coordinate the Work with the efforts of the CITY and public utilities performing work in the vicinity of the Site,

2. CONSTRUCTION MANAGER has checked with all public utilities having facilities at or near the Site, and understands based on information provided by the public utilities what is required to not interrupt utility services to other buildings in the vicinity of the Site and
 3. Without assuming the obligations of the Design Consultant, CONSTRUCTION MANAGER has carefully examined the Drawings and Specifications prepared to date, and will carefully examine modifications of, and additions to, the Drawings and Specifications throughout the Project. Any change to the GMP must follow the procedures set forth in Section XXXIV of this Exhibit, subject to the provisions of and limitations contained elsewhere in this Agreement. Other than as provided in Section XXXIV of this Exhibit, but subject in all instances to the provisions of and limitations contained in this Agreement, CONSTRUCTION MANAGER shall not be entitled to extra or additional compensation for performance of Work to deliver the Project as contemplated by the Contract Documents.
- C. Any difference noted between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves, shall be referred to the Design Consultant by the CONSTRUCTION MANAGER. The Design Consultant/Owner shall determine which provisions shall apply.
- D. The CONSTRUCTION MANAGER shall be responsible for the removal of man-made obstructions, utilities and natural underground obstructions to the extent identified in the Contract Documents, or to reasonably be expected considering the nature of the Site and their historical and current use.
- E. CONSTRUCTION MANAGER shall be responsible for all structural excavation to the extent required for installation of grade beams, slab on grade, stone, sub base, and the like. If any material additional excavation is required due to the existence of unsuitable soil conditions as determined by the Design Consultant, and the condition that such soil conditions could not have been identified by the CONSTRUCTION MANAGER then CONSTRUCTION MANAGER, with the approval of the Administrative Agent, may be entitled to claim an adjustment to the Project Schedule and/or GMP, subject in all instances to the provisions of and limitations in Section XXXIV of this Exhibit and elsewhere in this Agreement. CONSTRUCTION MANAGER may claim such adjustment only if the CONSTRUCTION MANAGER has used commercially-reasonable efforts to mitigate or take other appropriate actions to address the conditions and avoid any additional delay or cost.

XL. TEMPORARY FACILITIES

- A. Construction manager will provide a minimum of one 10 x 24 office trailer for the purpose of managing the project and shall be referred to as the project office trailer. Project office trailer shall include all necessary items for proper project administration to successfully manage the project. Project office trailer shall be subdivided into two spaces, office area for the superintendent and a meeting space with a table and chairs to accommodate eight (8) persons. CONSTRUCTION MANAGER shall maintain the temporary offices, including janitorial services, and pay for all necessary services for heating and/or air conditioning.
- B. Project office trailer shall have a high speed internet connection for use to supervisory personnel as well as the Design Consultant (if needed).
- C. Project office trailer shall be provided with proper tie downs to meeting current code requirements.

XLI. DELAY AND FORCE MAJEURE

A. Extension of Time

- 1. The CONSTRUCTION MANAGER shall diligently expedite the Work and achieve Substantial Completion for each phase of the work within the Project Schedule together with completion of designated portions of the Work designated in the Project Schedule as milestone items not later than the dates established for such milestone items.
- 2. The Project Schedule shall be extended for such time as CITY shall determine if CONSTRUCTION MANAGER is delayed in the Work's critical path as defined in the most recent approved Project Schedule if CONSTRUCTION MANAGER is unable to mitigate despite its best efforts, at any time in the progress of the Work for any of the following reasons, to the extent that such delays are not caused by CONSTRUCTION MANAGER:
 - i. delays caused by any "Force Majeure Event," as such term is defined below; or
 - ii. delays caused solely by CITY or Design Consultant; or
 - iii. delays caused by the failure of the CITY to issue approvals or make material decisions as may be required under the CONSTRUCTION MANAGER within 10 days, after written request from CONSTRUCTION MANAGER accompanied by all documents and other information necessary for making the decision; or
 - iv. delays caused by Scope Changes; or
 - v. delays authorized by CITY pending a decision concerning a disputed item and which, in CITY'S reasonable discretion, shall justify a delay in the performance of the Work; or
 - vi. by any other cause which CITY may in its sole discretion determines

justifies delay; or

vii. delays caused by man-made obstructions, utilities natural underground obstructions, or unsuitable soil, which are not identified from the Contract Documents and could not reasonably have been known to the CONSTRUCTION MANAGER, or

viii. delays caused by exercise of CITY'S right to suspend the work.

3. If the CONSTRUCTION MANAGER should be delayed at any time in the progress of the Work by any act of neglect by the CITY or its employees, by any contractor employed by the CITY, by changes ordered in the Project, by fire, unusual delay in transportation, unavoidable casualties, by delay authorized by the CITY pending arbitration, or by any cause which the CITY determines justifies the delay, then the time of completion may be reasonably extended by the CITY.

i. No extension of time shall be made unless notice is made by the CONSTRUCTION MANAGER in writing to the CITY within ten calendar days of the event or incident causing the delay, and as otherwise provided herein. The CONSTRUCTION MANAGER shall demonstrate in its notice the impact on the critical path of the Project Schedule to justify the extension of time. Reasonable extensions of time, as determined by the CITY, will be granted to the CONSTRUCTION MANAGER for time lost due to rainfall to the extent such rainfall exceeds the average for Sarasota County for the applicable period, based on US Weather Bureau statistics for the preceding 10 years.

4. The term "Force Majeure Event" shall have the meaning set forth in the Agreement. The CONSTRUCTION MANAGER shall resume activities related to the Project as soon as possible after the conclusion of the Force Majeure Event.

5. Any delay claimed under this Section shall be reduced by the portion of any such delay caused by any act or omission of CONSTRUCTION MANAGER, his Trade Contractors or lower-tier subcontractors, or anyone for whom the CONSTRUCTION MANAGER is responsible. Any delay under this Section shall only be such period of time as the delay continues after CONSTRUCTION MANAGER has given written notice of such delay and its claimed reason therefore to CITY and Design Consultant.

6. CONSTRUCTION MANAGER shall notify the Administrative Agent promptly of any event or occurrence which may require a modification to the Project Schedule or any component or segment thereof.

XLII. SUBSTITUTIONS

A. When more than one particular manufacturer's products or processes are specified for an item of Work, any one thereof is acceptable and the choice is left to the CONSTRUCTION MANAGER, unless otherwise directed by the

Administrative Agent. When a singular service, process, product, material, equipment or method of construction is required by the Contract Documents, the one specified shall be used. However, if in the judgment of CONSTRUCTION MANAGER one of the conditions enumerated below exists with respect to any item specified, CONSTRUCTION MANAGER, may offer for Administrative Agent's consideration a substitute product or process which completely fulfills the requirements of the Contract Documents. Substitutions will only be considered if the CONSTRUCTION MANAGER submits a written request to Design Consultant and only under the following circumstances:

1. When the specified product(s) or process(s) is/are discontinued or otherwise not available from the manufacturer or supplier;
 2. When, in the judgment of CONSTRUCTION MANAGER, the specified product(s) or process(s) will not produce the desired results;
 3. When such substitution, in the opinion of Design Consultant or the Administrative Agent, is otherwise in the best interest of CITY.
- B. Design Consultant will make recommendations to the Administrative Agent regarding Substitutions offered by CONSTRUCTION MANAGER. Substitutions that are accepted are the responsibility of the CONSTRUCTION MANAGER and shall be effected through the issuance of a Change Order. A recommendation by Design Consultant or approval by the Administrative Agent shall not make CITY responsible for any Substitution.
- C. Procedure for Substitutions - Requests for Substitutions of products or processes shall be in writing and will be accompanied by evidence that the proposed Substitution: (1) is equal in quality and serviceability to the specified item; (2) will not entail changes in details and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; and (4) will not involve additional costs to CITY, unless the Substitution is for a specified product or process which is discontinued or is otherwise unavailable from the manufacturer and is approved in writing by the Administrative Agent. The increase or decrease in the cost of the Work resulting from such proposed Substitution shall be described in an accompanying request for a Change Order. CONSTRUCTION MANAGER will furnish with its request such drawings, specifications, samples, performance data and other information as may be required to assist Design Consultant in making its recommendation. Submission by CONSTRUCTION MANAGER of a request for a Substitution shall constitute a representation by CONSTRUCTION MANAGER that it has a good faith belief that the proposed Substitution meets the foregoing requirements. Construction Manager shall provide written cost benefit analysis as requested by the Administrative Agent.
- D. In the event that a Substitution is approved, the Cost of Work relating to such item shall be increased or decreased and adjusted by Change Order as specified herein.
- E. In the event of a deductive Change Order, the GMP shall be reduced

correspondingly.

XLIII. TESTING

A. Testing

1. CONSTRUCTION MANAGER will engage the services of an independent testing agency to verify compliance with required physical characteristics or to monitor the CONSTRUCTION MANAGER'S Quality Control Program (as described herein). The testing agency shall verify CONSTRUCTION MANAGER'S compliance with the Contract Documents and applicable legal and regulatory requirements record its observations and submit reports. CONSTRUCTION MANAGER shall, at no cost or expense to the CITY:
 - i. Notify Administrative Agent and Design Consultant at least one (1) day before installing Work to be tested for work identified at the preconstruction conferences.
 - ii. Furnish incidental labor and facilities at the site necessary to facilitate CITY'S testing
 - iii. Furnish samples and access to all materials and component parts of the Work as required for testing
 - iv. Furnish storage facilities for the material test samples
 - v. Furnish full and ample means of assistance for monitoring CONSTRUCTION MANAGER'S testing and CONSTRUCTION MANAGER'S quality control program
 - vi. In all other ways cooperate and facilitate the coordination and expeditious completion of the tests undertaken at CITY'S direction
- B. Project Schedule shall include sufficient durations to allow testing activities and review of testing agency reports.
- C. In addition to the testing services described above and at the direction of the CITY, CONSTRUCTION MANAGER will, if so directed by the CITY, engage the services of a second independent testing agency selected by the CITY. The second independent testing agency shall be compensated from the Owner's Contingency and shall provide sample testing as necessary to verify the accuracy of all testing previously conducted by CONSTRUCTION MANAGER as described above. The second independent testing agency shall produce a report of its findings which shall be provided to the Administrative Agent.
- D. CONSTRUCTION MANAGER shall not be relieved of CONSTRUCTION MANAGER'S obligations to perform or cause performance of the Work in accordance with the Contract Documents by reason of any errors or omissions contained in any tests performed by or for CITY, notwithstanding that such tests and the results thereof may have been delivered to CONSTRUCTION MANAGER and that CONSTRUCTION MANAGER may have relied upon the correctness of

such tests. The fact that CITY has provided to CONSTRUCTION MANAGER any such tests or the results thereof, shall not relieve CONSTRUCTION MANAGER of the obligation to provide all testing necessary to assure CONSTRUCTION MANAGER that the Work performed by CONSTRUCTION MANAGER is in compliance in all respects with the requirements of the Contract Documents and applicable legal and regulatory requirements. CONSTRUCTION MANAGER shall coordinate the activities of all entities conducting tests and shall cooperate fully with such agencies to facilitate all tests and inspections.

- E. In the event that CONSTRUCTION MANAGER, or Trade Contractor other than at the direction of the CITY, performs any tests or engages any testing agency, any costs incurred shall be the sole responsibility of the CONSTRUCTION MANAGER and copies of all written reports or summaries of any oral reports shall be submitted promptly to CITY and Design Consultant.

**EXHIBIT B
GMP SUMMARY**

Name of Project: City of Venice Water Treatment Plant Building Improvements

Estimate: GMP w/ accepted VE Incorporated Drawings Dated: 6/8/2018

SECTION	DESCRIPTION	Subproject Code	No.	QTY	UNIT	UNIT PRICE	TOTAL	Division Total	Comments
1	GENERAL CONDITIONS							\$ 540,125	
1.100	<u>Permits</u>							42,500	
1.101	Incidental County, City and ROW permits		1	1	ALLOWANCE	\$ 2,500.00	\$ 2,500		
1.102	City Building Permit Fees		1	1	ALLOWANCE	\$ 40,000.00	\$ 40,000		
1.108	<u>Survey</u>							15,700	
1.109	Ground Radar Locates		1	8	EA	\$ 650.00	\$ 5,200		
1.110	Survey Control & Benchmarks		1	1	LDT	\$ 2,500.00	\$ 2,500		
1.111	Building Construction layout & staking		1	1	LDT	\$ 8,000.00	\$ 8,000		
1.112	Elevation Certificate		0	0	NIC	\$ 500.00	\$ -		
1.113	As-Built Survey for Site Certification		0	0	NIC	\$ 2,500.00	\$ -		
1.114	CM's General Conditions							451,926	
1.115	<u>Project Office Expense</u>								
1.116	<u>Trailers</u>								
1.117	CM's trailer		0	13	MONTH	\$375	\$ -		Office to be provided by COV
1.118									
1.119									
1.120	Set-up / Tie Down		0	1	EA	\$2,000	\$ -		
1.121	Breakdown & Return		0	1	EA	\$1,500	\$ -		
1.122	Stairs / Ramps		0	13	MONTH	\$50	\$ -		
1.123	Decks and Canopies		0	0	EA	\$2,000	\$ -		
1.124	Interior Offices (Build-Outs)		0	0	LB	\$1,500	\$ -		
1.125									
1.126	<u>Temporary Toilets</u>								
1.127	Trailer Holding Tanks		0	0	MONTH	\$350	\$ -		
1.128	Full Size Toilets		2	13	MONTH	\$95	\$ 2,470		
1.129									
1.130	<u>Office Utilities & Hook-up</u>								
1.131	Plumbing-Initial Hook-up		0	1	LB	\$1,500	\$ -		
1.132	Water Consumption		0	13	MONTH	\$65	\$ -		By COV
1.133	Temp Electric Service (FPL Charges)		1	1	EA	\$750	\$ 750		
1.134	Electric-T Pole & Trailer hook up		0	1	LB	\$1,500	\$ -		
1.135	Temp Electric Consumption		1	13	MONTH	\$100	\$ 1,300		
1.136									
1.137	<u>Furniture</u>								
1.138	Desks		2	13	MONTH	\$25	\$ 650		
1.139	Conference table & Chairs		1	13	MONTH	\$350	\$ 650		
1.140	File Cabinets		1	13	MONTH	\$25	\$ 325		
1.141	Misc.		1	0	EA	\$1,000	\$ -		
1.142									
1.143	<u>Communications</u>								
1.144	Internet Service		0	13	MONTH	\$100	\$ -		By COV
1.154	Prolog System		1.5	7	LINE	\$100	\$ 1,050		
1.155									
1.156	<u>Office Equipment</u>								
1.158	Printers		1	1	EA	\$450	\$ 450		
1.160	Toner/ink		1	13	MONTH	\$75	\$ 975		
1.181	Paper/Misc. Supplies		1	13	MONTH	\$75	\$ 975		
1.182									
1.183	<u>Office Supplies</u>								
1.184	General Office Supplies		1	13	MONTH	\$150	\$ 1,950		
1.185									
1.186	<u>Postage</u>								
1.187	US Mail		1	13	MONTH	\$50	\$ 650		
1.188	Overnight		1	13	MONTH	\$50	\$ 650		
1.189	Courier		1	13	MONTH	\$25	\$ 325		
1.170									
1.171	<u>Project Photography</u>								
1.172	Aerials (3 views x copies)		1	13	MONTH	\$100	\$ 1,300		
1.173	Final Project Photos		1	1	LB	\$250	\$ 250		
1.175									
1.176	<u>Copying / Duplication</u>								
1.177	Copying		1	13	MONTH	\$50	\$ 650		
1.178	Shop Drawing Copies/Scanning		1	13	MONTH	\$100	\$ 1,300		
1.179	Plan Sets for Distribution		1	10	SETS	\$225	\$ 2,250		
1.180	Project Closeout Documents		1	5	SETS	\$200	\$ 1,000		
1.181	Redline Asbuilt Drawings		1	5	SETS	\$85	\$ 425		
1.182									
1.183	<u>CM's Staff</u>								
1.184	Project Executive		10%	13	MONTH	\$15,588.00	\$ 20,284		
1.185	Project Manager		35%	13	MONTH	\$13,856.00	\$ 63,045		
1.186	Asst. Project Manager		0%	0	MONTH	\$10,092.28	\$ -		
1.187	General Project Superintendent		10%	13	MONTH	\$13,856.00	\$ 18,013		
1.188	Project Superintendent		100%	13	MONTH	\$12,124.00	\$ 157,812		
1.189	Assistant Superintendent		100%	13	MONTH	\$6,928.00	\$ 90,064		
1.190	Project Coordinator		0%	0	MONTH	\$5,308.85	\$ -		
1.191	Carpenter/Labor Foreman		0%	0	HOURS	\$37.04	\$ -		
1.192	Flagmen/Temporary Laborers		100%	120	HOURS	\$21.53	\$ 2,583		
1.193									
1.194	<u>Tools & Equipment</u>								
1.195	Storage Containers		1	8	MONTH	\$125	\$ 1,000		
1.196	Forklift		1	12	MONTH	\$2,500	\$ 30,000		
1.197	Rental Equipment		1	13	MONTH	\$250	\$ 3,250		
1.198	Small Tools & supplies		1	13	MONTH	\$125	\$ 1,625		
1.199	Fuel		1	12	MONTH	\$250	\$ 3,000		
1.200									
1.201	<u>Rubbish Removal & Clean-up</u>								
1.202	<u>Dumpster / Dump Charge</u>								
1.205	20 yard Dumpster/Dump Fees-Concrete Only		1	15	EA	\$375	\$ 5,625		
1.206	30 yard Dumpster/Dump Fees		1	1	EA	\$450	\$ 450		
1.207	Clean Streets		1	1	LDT	\$1,250.00	\$ 1,250		
1.208	General Clean-Up		1	160	HOURS	\$20	\$ 3,200		
1.209	Final Site Clean-Up		1	1	LDT	\$5,000.00	\$ 5,000		
1.210	Final Building Cleaning		1	23138	SF	\$0.25	\$ 5,785		
1.211									
1.212	<u>Project Signage</u>								

EXHIBIT B
GMP SUMMARY

Name of Project: City of Venice Water Treatment Plant Building Improvements

Estimate: GMP w/ accepted VE Incorporated Drawings Dated: 6/8/2018

CSI SECTION	DESCRIPTION	Subcontracted	No.	QTY	UNIT	UNIT PRICE	TOTAL	Division Total	Comments
1.213	3'0" x 4'0" Sign			1	2 EA.	\$ 500.00	\$ 1,000		
1.217	Safety / Security								
1.223	Job Safety - Signage/Personnel Equip./Devices		1	1	LOT	\$ 500.00	\$ 500		
1.224	First Aid Kit		1	1	EA.	\$ 400.00	\$ 400		
1.225			1				\$ -		
1.220	Safety Signage		1	1	LOT	\$ 250.00	\$ 250		
1.227	Misc. Protection		1	4	EA.	\$ 3,950.00	\$ 15,800		
1.228	Fire Extinguishers		1	3	EA.	\$ 55.00	\$ 165		
1.220	Temp Job Fence								
1.231	6' Temp. Fence		1	400	LP	\$ 3.00	\$ 1,200		
1.234	2 Leaf Traffic Gate		2	1	EA.	\$ 250.00	\$ 500		
1.236							\$ -		
1.237	Testing & Inspections							\$ 30,000	
1.238	Material Testing		1	1	ALLOWANCE	\$ 8,000.00	\$ 8,000		
1.239	Threshold Inspections (Structural Steel)		1	1	ALLOWANCE	\$ 20,000.00	\$ 20,000		
1.241	Additional Testing & Inspections		1	1	LB	\$ 2,000.00	\$ 2,000		
1.244	Closeout								
1.245	As-built Drawings		0		NIC		\$ -		
1.246	Final Civil Certifications		0		NIC		\$ -		
2	SITEWORK							\$ 297,634	
2.100	General							\$ 16,900	
2.101	Clear & Grub			1.00	LOT	\$8,500.00	\$ 8,500		
2.102	Tree protection per County requirements			0.00	NIC	\$ -	\$ -		
2.103	Import fill required for Site (Imported and placed)			0	NIC	\$ -	\$ -		
2.104	USABLE fill from Pond (Excavated and placed)			0	NIC	\$ -	\$ -		
2.105	Final Grading			1.00	LB	\$7,500.00	\$ 7,500		
2.106	swale grading in ROW			0.00	NIC	\$ -	\$ -		
2.107	Storm Drainage							\$ -	
2.117	Septic System							\$ -	
2.122	Water Utilities							\$ -	
2.132	Light Duty Pavement							\$ 8,389	
2.133	Asphalt Patching			51	BY	\$125.00	\$ 6,375		
2.136	Signage, Striping & Wheel stops			1	LOT	\$2,000	\$ 2,000		
2.137	Miscellaneous							\$ 1,500	
2.138	Chain Link Fence/Gate			1	LB	\$1,500.00	\$ 1,500		
2.142	Landscaping & Irrigation							\$ 9,500	
2.143	Landscaping							\$ -	
2.144	Sod			20000	SP	\$ 0.25	\$ 5,000		
2.145	Landscaping Restoration			1	LOT	\$ 4,500	\$ 4,500		
2.153	Selective Demolition							\$ 45,900	
2.154	Selective Demolition			1	LB	\$32,850.00	\$ 32,850		
2.155	Additional Demo Core Drilling, etc.			1	LOT	\$10,500	\$ 10,500		
2.156	Asphalt Demo			51	BY	\$50	\$ 2,550		
2.152							\$ -		
2.153	Helical Anchors							\$ 116,349	
2.154	Monitoring			3	LB	\$1,000.00	\$ 3,000		
2.155	Helical Anchors			1	LOT	\$193,950	\$ 193,950		
2.156	Helical Anchor Allowance			1	ALLOWANCE	\$19,395	\$ 19,395		
2.157	Load Test			0	NIC	\$ -	\$ -		
3	Concrete							\$ 272,257	
3.100	Building Concrete							\$ 272,257	
3.101	Building Concrete						\$ -		
3.102	Building Concrete			1	LOT	\$ 263,207.00	\$ 263,207		
3.103	Soil Poisoning			7	EA	\$ 150.00	\$ 1,050		
3.104	Concrete Patching/Misc.			1	LOT	\$ 8,000.00	\$ 8,000		
3.109	Site Concrete							\$ -	
3.110	Sidewalks and misc. site concrete			1	ALLOWANCE	\$ -	\$ -		
3.111							\$ -		
4	Masonry							\$ -	
4.100	Masonry			1	IN CONC.	\$ -	\$ -		
4.101	Grout fill			1	IN CONC.	\$ -	\$ -		
5	Metals							\$ 546,845	
5.100	Structural Steel			1	LB	\$ 248,495	\$ 248,495		
5.101	Metal Deck @ Lt. Gauge Trusses				IN ABOVE	\$ -	\$ -		
5.102	Lt. Gauge Metal Trusses, Bent Plats, etc.			1	LOT	\$ 228,900	\$ 228,900		
5.103	Remove Reinstall Building A Existing Canopy/Hoist			1	EA	\$ 10,000	\$ 10,000		
5.104	Misc. Metals			1	LB	\$ 5,000	\$ 5,000		
5.105	Handrails			1	LB	\$ 43,362	\$ 43,362		
5.106	Gates			1	IN ABOVE	\$ -	\$ -		
5.107	Green Screens			1	LB	\$ 11,088	\$ 11,088		
6	Woods & Millwork							\$ 79,340	
6.100	Plywood Roof Sheathing/Fascia			1	LOT	\$ 73,840	\$ 73,840		
6.101	Misc. blocking & rough carpentry			1	LOT	\$ 5,500.00	\$ 5,500		
7	Thermal & Moisture Protection							\$ 427,700	
7.100	Roofing							\$ 420,610	
7.101	Single Ply Roofing (60 mil TPO)			1	LOT	\$ 409,610.00	\$ 409,610		
7.102	Tile Roofing			1	IN ABOVE	\$ -	\$ -		
7.103	Parapet caps, flashing, etc.			1	IN ABOVE	\$ -	\$ -		
7.104	Gutters, downspouts, etc.			1	IN ABOVE	\$ -	\$ -		
7.105	Miscellaneous wood blocking not in roofing			1	LOT	\$ 5,000	\$ 5,000		
7.106	Flashings @ curbs			1	LOT	\$ 3,500	\$ 3,500		
7.107	Roof Hatch/Access Panels			1	LOT	\$ 2,500	\$ 2,500		
7.107	Caulking & Waterproofing							\$ 7,090	
7.108	Caulking/Sealants			1	LOT	\$ 7,090	\$ 7,090		
7.109							\$ -		
7.110	Miscellaneous							\$ -	
7.111							\$ -		
7.112							\$ -		
8	Doors, Windows & Hardware							\$ 50,298	
8.100	Heavy Metal Frames, Doors & Wood Doors							\$ 30,238	
8.101	HM Doors/FRP Doors/Hardware			1	LOT	\$ 15,403	\$ 15,403		
8.102	Installations			1	LB	\$ 2,625	\$ 2,625		
8.103	HM Frames			2	EA	\$ -	\$ -		

**EXHIBIT B
GMP SUMMARY**

Name of Project: City of Venice Water Treatment Plant Building Improvements

Estimate: GMP w/ accepted VE Incorporated Drawings Dated: 6/8/2018

SECTION	DESCRIPTION	Subcontractor	No.	QTY	UNIT	UNIT PRICE	TOTAL	Division Total	Comments
8.104	Hardware			1	LOT	\$ -	\$ -		
8.105	Access Doors			4	EA	\$ 550	\$ 2,200		
8.106	Aluminum Doors & Windows							\$ 30,070	
8.107	Glass & Glazing Storefront			1	LOT	\$ 30,070	\$ 30,070		
9	Finishes							\$ 660,434	
9.100	Drywall & Framing							\$ 391,200	
9.101	Drywall/Sheathing & Framing			1	LB	\$ 391,200	\$ 391,200		
9.102	Engineering for framing				IN ABOVE	\$ -	\$ -		
9.103	Draftstopping				IN ABOVE	\$ -	\$ -		
9.106	Stucco							\$ 179,615	
9.107	Sand Finish Stucco-Building & soffits			1	LB	\$ 179,615	\$ 179,615		
9.121	Painting							\$ 89,599	
9.122	Painting			1	LB	\$ 89,599.00	\$ 89,599		
9.123	Misc. caulking			0	IN ABOVE	\$ -	\$ -		
10	Specialties							\$ 32,000	
10.100	Hurricane Fabric Shutters			1	LOT	\$ 30,000.00	\$ 30,000		
10.110	Exterior signage			1	EA	\$ 2,000.00	\$ 2,000		
11	Equipment							\$ -	
12	Furnishings							\$ -	
13	Special Construction							\$ -	
14	Elevators							\$ -	
15	Mechanical							\$ 151,033	
15.100	Building HVAC & forced air ventilation							\$ 113,050	
15.101	HVAC Relocates/New Units			1	LB	\$ 113,050.00	\$ 113,050		
15.102	Independent Commissioning Agent			0	NIC	\$ -	\$ -		
15.103								\$ -	
15.104	Building Plumbing							\$ 37,983	
15.105	Plumbing system			1	LB	\$ 37,983.00	\$ 37,983		
15.106	Internal Roof Drains and RWL's				IN ABOVE	\$ -	\$ -		
15.107								\$ -	
15.108	Fire Protection				N/A			\$ -	
16	Electrical							\$ 232,900	
16.101	Building Electrical System							\$ 232,900	
16.102	Building electrical systems			1	LOT	\$ 232,900.00	\$ 232,900		
16.106	Extension of fiber optic service			1	IN ABOVE	\$ -	\$ -		
16.108								\$ -	
16.110	Fire Alarm System				N/A			\$ -	
16.113	Lightning Protection System				NIC	\$ -	\$ -	\$ -	
16.114	Lightning Protection System			0	NIC	\$ -	\$ -	\$ -	
16.115								\$ -	
16.116	Video/Security Equipment							\$ -	
16.117	Security System/Access Control System			0	NIC	\$ -	\$ -	\$ -	
								\$ 3,290,567	
17	Indirect Costs							\$ 497,708	
17.010	CM Contingency			\$ 1	LB	\$ 100,000.00	\$ 100,000		
17.100	Owner Contingency			\$ 1	LB	\$ 100,000.00	\$ 100,000		
17.101	Builder's Risk Insurance			1	ALLOWANCE	\$ 17,500.00	\$ 17,500		
17.102	Builder's Risk Deductible			1	LB	\$ -	\$ -		
17.103	General Liability Insurance			\$3,408,087		0.0095	\$ 32,377		
17.104	CM's Overhead & Profit			\$3,540,444		7.0%	\$ 247,831		
								\$ 3,788,275	
	100% Payment & Performance Bond			\$3,788,275		1.00%	\$ 37,883		
MAGNUM BUILDERS PROJECT TOTAL:								\$ 3,826,158	

Indirect costs to be determined by quotes received if required will be paid from Contingency

BUDGET EVALUATION

CONSTRUCTION ESTIMATE	\$ 3,826,158
TOTAL PROJECT COST:	\$ 3,826,158

TOTAL PREVIOUS GMP BUDGET:	\$ 3,921,017
CURRENT PROJECT BUDGET SURPLUS OR (SHORTFALL):	\$ 94,859

GMP BREAKDOWN

BUILDING "A"	\$ 1,400,806
BUILDING "B"	\$ 1,523,694
BUILDING "C"	\$ 908,152
BUILDING "B&P"	\$ 356,006
CM CONTINGENCY	\$ 100,000
OWNER CONTINGENCY	\$ 100,000
PERMIT FEE ALLOWANCE	\$ 42,500
TOTAL PROJECT COST:	\$ 3,826,158

EXHIBIT C
PROJECT SCHEDULE

City of Inyo
Water Treatment Plant Remodel

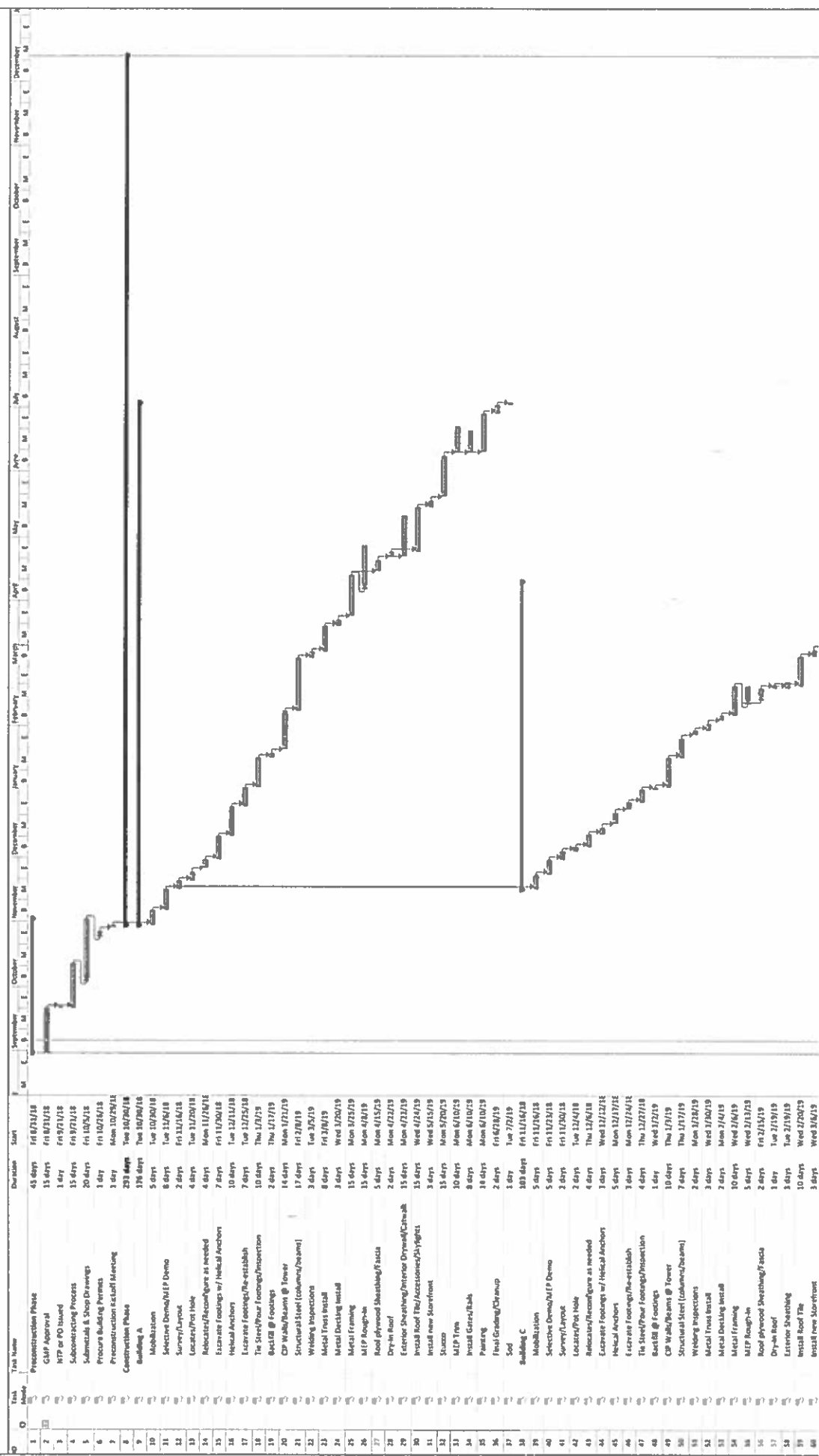


EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building A

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLAN	6/8/2018
A3.1	RENOVATION PLANS	6/8/2018
A3.2	REFLECTED CEILING PLANS	6/8/2018
A4.1	ROOF PLAN	6/8/2018
A4.2	ROOF DETAILS	6/8/2018
A5.1	EXTERIOR ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS	6/8/2018
A5.3	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A5.4	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING SECTIONS	6/8/2018
A6.2	BUILDING SECTIONS	6/8/2018
A6.3	WALL SECTIONS	6/8/2018
A6.4	TOWER ELEVATIONS & SECTIONS	6/8/2018
A6.5	MISCELLANEOUS DETAILS	6/8/2018
A8.1	DOOR SCHEDULE, TYPES & DETAILS	6/8/2018
Drawings as Prepared by Heese & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	6/8/2018
S2A	BUILDING A FOUNDATION PLAN	6/8/2018
S3A	BUILDING A ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
MECHANICAL		
M2.1	MECHANICAL DEMOLITION PLANS	6/8/2018
M2.2	MECHANICAL RENOVATION PLANS	6/8/2018
M3.1	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.2	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building A

Page Number	Description	Dated
M3.3	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
M3.4	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
M4.1	MECHANICAL DETAILS & SCHEDULES	6/8/2018
M6.1	MECHANICAL SPECIFICATIONS	6/8/2018
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E1.1	ELECTRICAL SITE PLAN	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P0.1	PLUMBING LEGEND & DETAILS	6/8/2018
P2.1	PLUMBING DEMOLATION PLANS	6/8/2018
P2.2	PLUMBING RENOVATIONS PAN	6/8/2018
P6.1	PLUMBING SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Documents Specifications	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building B

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLANS	6/8/2018
A3.1	RENOVATION FLOOR PLAN	6/8/2018
A3.2	REFLECTED CEILING PLAN	6/8/2018
A4.1	RENOVATION FLOOR PLAN	6/8/2018
A4.2	ROOF DETAILS	6/8/2018
A4.3	ROOF DETAILS	6/8/2018
A5.1	EXTERIOR ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS	6/8/2018
A5.3	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A5.4	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING SECTIONS	6/8/2018
A6.2	BUILDING SECTIONS	6/8/2018
A6.3	BUILDING SECTIONS	6/8/2018
A6.4	WALL SECTIONS	6/8/2018
A6.5	WALL SECTIONS	6/8/2018
A6.6	WALL SECTIONS	6/8/2018
A6.7	WALL SECTIONS	6/8/2018
A8.1	DOOR SCHEDULE, TYPES & DETAILS	6/8/2018
Drawings as Prepared by Heese & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	6/8/2018
S2B	BUILDING B FOUNDATION PLAN	6/8/2018
S3B	BUILDING B ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
MECHANICAL		

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building B

Page Number	Description	Dated
M2.1	MECHANICAL DEMOLITION PLANS	6/8/2018
M2.2	MECHANICAL RENOVATION PLANS	6/8/2018
M3.1	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.2	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.3	MECHANICAL PROPOSED EXERIOR ELEVATIONS	6/8/2018
M3.4	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P0.1	PLUMBING LEGEND, SCHEDULES & DETAILS	6/8/2018
P2.1	PLUMBING DEMOLATION PLANS	6/8/2018
P2.2	PLUMBING RENOVATIONS PAN	6/8/2018
P6.1	PLUMBING SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Document Specifications	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building C

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLANS	6/8/2018
A3.1	RENOVATION PLANS	6/8/2018
A4.1	ROOF PLAN & DETAILS	6/8/2018
A4.2	ROOF DETAILS	6/8/2018
A5.1	EXTERIOR ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS	6/8/2018
A5.3	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A5.4	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING SECTIONS	6/8/2018
A6.2	WALL SECTIONS	6/8/2018
A6.3	WALL SECTIONS	6/8/2018
A6.4	WALL SECTIONS	6/8/2018
A6.5	COLUMN WRAPS AND DETAILS	6/8/2018
A8.1	DOOR SCHEDULE, TYPES & DETAILS	6/8/2018
Drawings as Prepared by Heese & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	6/8/2018
S2C	BUILDING C FOUNDATION PLAN	6/8/2018
S3C	BUILDING C ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
MECHANICAL		
M2.1	MECHANICAL DEMOLITION PLANS	6/8/2018
M2.2	MECHANICAL RENOVATION PLANS	6/8/2018
M3.1	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
M3.2	MECHANICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building C

Page Number	Description	Dated
M3.3	MECHANICAL PROPOSED EXERIOR ELEVATIONS	6/8/2018
M3.4	MECHANICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P0.1	PLUMBING LEGEND	6/8/2018
P2.1	PLUMBING DEMOLATION PLANS	6/8/2018
P2.2	PLUMBING RENOVATIONS PAN	6/8/2018
P6.1	PLUMBING SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Document Specifications	6/8/2018

EXHIBIT "D"
Enumeration of the Project Documents
VENICE WATER TREATMENT PLANT BUILDING
IMPROVEMENTS
Remodel - Building HSP

Page Number	Description	Dated
Drawings as Prepared by Fawley Bryant Architects, Inc.		
ARCHITECTURAL		
A0.0	COVER SHEET	6/8/2018
A0.1	ABBREVIATIONS, NOTES & SYMBOLS	6/8/2018
A1.1	ARCHITECTURAL SITE PLAN	6/8/2018
A2.1	LIFE SAFETY BUILDING ANALYSIS	6/8/2018
A3.0	DEMOLITION PLANS	6/8/2018
A3.1	RENOVATION PLANS	6/8/2018
A5.1	BUILDING ELEVATIONS	6/8/2018
A5.2	EXTERIOR ELEVATIONS - COLOR AND FINISHES	6/8/2018
A6.1	BUILDING AND WALL SECTIONS	6/8/2018
Drawings as Prepared by Hees & Associates, Inc.		
STRUCTURAL		
S1	GENERAL NOTES	
S3HS	BUILDING HS ROOF FRAMING PLANS	6/8/2018
S4	SECTIONS & DETAILS	6/8/2018
S4.1	SECTIONS & DETAILS	6/8/2018
S5	SECTIONS & DETAILS	6/8/2018
S5.1	SECTIONS & DETAILS	6/8/2018
S6	SECTIONS & DETAILS	6/8/2018
S7	SECTIONS & DETAILS	6/8/2018
Drawings as Prepared by ME3 Consulting Engineers, LLC.		
ELECTRICAL		
E0.1	ELECTRICAL LEGEND	6/8/2018
E2.1	ELECTRICAL DEMOLITION PLANS	6/8/2018
E2.2	ELECTRICAL RENOVATION PLANS	6/8/2018
E3.1	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.2	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E3.3	ELECTRICAL PROPOSED EXTERIOR ELEVATIONS	6/8/2018
E3.4	ELECTRICAL EXISTING EXTERIOR ELEVATIONS	6/8/2018
E6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
PLUMBING		
P2.1	PLUMBING PLANS	6/8/2018
P6.1	ELECTRICAL SPECIFICATIONS	6/8/2018
Specifications as Prepared by Fawley Bryant Architects, Inc.		
SPECIFICATIONS		
	Construction Documents Specifications	6/8/2018

EXHIBIT E, CM'S KEY PERSONNEL



Education

22 Years in the Construction Industry

Florida South Western State College, AS. Construction Technology, 1999

ITT Technical Institute BA. Construction Management, 1997

Registrations

Certified General Contractor CGC-1525991

Gulf Coast Builders Exchange Member

Xerxes Underground Storage Tank Certification

USGBC Member

CLINT RILEY, SR. | PROJECT MANAGER

Relevant Project Experience

Sarasota-Bradenton Airport Customs & Border Control, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Concourse Renovation, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Baggage Claim Renovation, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Curbside Improvements, Sarasota, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Peace River Manasota Water Authority Offices, Arcadia, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

City of Sarasota Utilities Admin. Building , Sarasota FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Hamilton Building (temporary Venice Library), Venice, FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing facility that remained in continuous operations.

City of Sarasota Blue Pagoda Building Renovation , Sarasota FL

Clint provided the preconstruction management and construction project management for this project. Project was a renovation/addition to an existing Historical building.

Sarasota County Jail, Generator Replacement, Sarasota, FL

Mr. Riley provided the preconstruction management and construction project management for this project. Project was a renovation of the existing jail that remained in continuous operations.

MICHAEL BALTZER | PROJECT EXECUTIVE

Relevant Project Experience

City of Venice Community Center, Venice, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility.

Sarasota-Bradenton Airport Customs & Border Control, Sarasota, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Concourse Renovation, Sarasota, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Baggage Claim Renovation, Sarasota, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Curbside Improvements, Sarasota, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Peace River Manasota Water Authority Offices, Arcadia, FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

City of Sarasota Utilities Admin. Building Renovation, Sarasota FL

Mike oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Hamilton Building (temporary Venice Library), Venice, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota County Jail, Generator Replacement, Sarasota, FL

Mr. Baltzer oversaw all aspects of this project both in pre-construction and the construction phase ensuring the success of the project. Project was a renovation of the existing jail that remained in continuous operations.



Education

30 Years in the Construction Industry

Indiana University of Pennsylvania, MBA of Business, 1978

Indiana University of Pennsylvania, BS of Business, 1977

Registrations

Gulf Coast Builders Exchange Member

USGBC Member

EXHIBIT E, CM'S KEY PERSONNEL



Education

38 Years in the Construction Industry
Construction Technology,
Broome Community College
Supervisory Level II, Level II
Management Training

Registrations

OSHA 30 Hour Certification
US Army Ranger
Gulf Coast Builders Exchange
Member
USGBC Member

MARK B. TALCOTT | GENERAL SUPERINTENDENT

Relevant Project Experience

Sarasota-Bradenton Airport Customs & Border Control, Sarasota, FL

Senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Concourse Renovation, Sarasota, FL

Mr Talcott was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Baggage Claim Renovation, Sarasota, FL

Mark was the Senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton Airport, Curbside Improvements, Sarasota, FL

Mr Talcott was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Peace River Manasota Water Authority Offices, Arcadia, FL

Mark was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Plaza at Five Point Mixed Use Condominium, Sarasota, FL

Mark was a superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a high rise building in the City of Sarasota.

Federal Building Historical Renovation, Sarasota, FL

Mark was the superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a Historical building renovation in the City of Sarasota.

Rivo Tower Condominium, Sarasota, FL

Mark was the senior superintendent overseeing the entire construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a high rise building in the City of Sarasota.

Sarasota County Jail, Sally-Port, Sarasota, FL

Mark was the senior superintendent overseeing the entire construction phase of the project. Project was a renovation of the existing jail that remained in continuous operations.

GREG GERDON | ASSISTANT SUPERINTENDENT

Relevant Project Experience

Venice Elementary School, Venice, FL

Geg worked as our superintendent for this project which includes demolition and remodeling of the existing administrative offices of the the Elementary School.

Lakeview Elementary School, Sarasota, FL

Mr. Gerdon provided the daily supervision of this fast-tracked complete gut and remodel project of the Administrative Wing and decorative security fencing around the entire campus.

Cardinal Mooney High School, Sarasota FL

Greg served as our Superintendent on this renovation project that included the additional of administrative offices, restrooms, conference rooms, HVAC equipment change-out, and site security fence and gates.

Ashton Elementary School, Sarasota, FL

Gary was a superintendent overseeing the construction phase of the project and assisted Clint Riley with the preconstruction and closeout. Project was a renovation/addition to an existing facility that remained in continuous operations.

Wilkinson Elementary School, Sarasota, FL

Mr. Gerdon provided the supervision of this fast-tracked summer project that included security upgrades to the entire campus consisting of access control systems, ballistics glazing at the reception area, and complete security fencing of the entire campus.

Alta Vista Elementary School, Venice, FL

Greg provided the supervision of this fast-tracked summer project that included security upgrades to the entire campus consisting of access control systems, ballistics glazing at the reception area, and complete security fencing of the entire campus.



Education

40 Years in the Construction Industry

Business Management
State College of Florida

Registrations

OSHA 30 Hour Certification
Gulf Coast Builders Exchange
Member
USGBC Member

EXHIBIT E, CM'S KEY PERSONNEL



JEFFREY G. BRUNDERMAN | SUPERINTENDENT

Relevant Project Experience

Cheney Brothers, Charlotte County, FL

\$29,000,000 General Superintendent 350,000+ sq ft of distribution warehouse & administration offices.

Charlotte County Sheriff's Office District 1 Headquarters

\$3,450,000 Project Manager 12,000 sq ft prototype office building.

Lemon Bay High School, Punta Gorda, FL

\$2,800,000 Superintendent of Athletic Field improvements including New Baseball & Softball Fields, New Sports Lighting and Campus Storm Water Improvements

L.A. Ainger Middle School, Charlotte County, FL

\$4,200,000 Superintendent 26,000 sf cafeteria building and remodel 10,000 sf existing cafeteria into 5 new classrooms.

Charlotte County Sports Park Reno/Exp, Charlotte County, FL

\$27,000,000 General Superintendent New Rays Spring Training Facility included an open air natural grass stadium which meets first class Major League Baseball Spring Training standards with approx. 6,000 fixed seats (including premium seating and outfield berm and other general admission areas accommodating up to 1500 fans. A 40,000 sf major & minor league clubhouse, one full size grass major league practice field, one grass half field, and four full size minor league practice fields. An on-site parking lot for +/- 1500 vehicle

South County Regional Park, Punta Gorda, FL

\$9,987,000 Superintendent 90 acre regional park. The project will include (5) lighted and irrigated baseball fields, four (4) lighted and irrigated soccer fields, a gymnasium, 25-meter pool, tennis courts, and basketball courts. All parking, storm water management systems, and utilities.

Charlotte County Hurricane Relief

Superintendent Charlotte County suffered damage to over 200 County owned buildings or facilities because of Hurricane Charley. Based on Jeff's past performance on County projects Jeff supervised many repairs or re-build of these facilities, essentially acting as an extension of the County's staff. Jeff worked closely with the County, F.E.M.A., insurance carriers and design professionals to get the work completed and get the County back into these facilities.

Charlotte County Fire Station #5, Charlotte County, FL

Superintendent Rebuild of FS #5 due to Hurricane Charlie damages.

Hendry County EOC, Hendry County, FL

\$4,768,147 Superintendent EOC is 10,000 sq ft Emergency Operations Center in Hendry County housing emergency management personnel. The building is a hardened single-story concrete structure design to Miami-Dade standards for critical facilities with increased requirements resulting in a 200mph + 1.0 importance factor. Including 100% backup generator capabilities, Helipad, Communication Tower. Designed for min 72 hr of self-contained continuous operation not reliant on offsite facilities. Also designed to high impact standards for emergency operations facilities to withstand 15lb 2x4 @ 50mph. Equipped with survivable communications

Education

38 Years in the
Construction Industry
Charlotte High School
Graduate

Registrations

OSHA 30 Hour Certification

FDEP Qualified Stormwater
Management Inspector

Forklift Operator
Certification

Gulf Coast Builders
Exchange Member

USGBC Member

WESTLEY STOTT | ASSISTANT SUPERINTENDENT

Relevant Project Experience

City of Sarasota Utilities Admin Building Renovation, Sarasota, FL

Westley worked as our superintendent for this project which includes demolition and remodeling of the existing Utilities Administration Building. This project was done under our Continuing General Contractor Services Contract with the City of Sarasota.

Blue Pagoda Building, Sarasota, FL

Wes provided the daily supervision of this Historical remodel project. This project was done under our Continuing General Contractor Services Contract with the City of Sarasota.

North Port High School, North Port, FL

Westley served as the lead Safety Inspector for the project and oversaw the concrete and masonry structure for the project.

Jacaranda Assisted Living Facility, Venice, FL

Westley was the lead Safety Inspector for this project and oversaw the entire "shell" construction of the project.

Maxine Barritt Park, Venice, FL

Mr. Stott provided the daily supervision of this coastal project that included reconstruction of the North Restroom Building. The project is located on Venice Beach. Project was a renovation/addition to an existing facility that remained in continuous operations.

Sarasota-Bradenton International Airport, Rental Lot Covered Parking, Sarasota, FL

Mr. Stott provided daily supervision of this project that consisted on the addition of covered parking canopies providing cover for over 500 parking spaces. Project was a renovation/addition to an existing facility that remained in continuous operations.



Education

18 Years in the Construction Industry

Building Construction Technology, Charlotte Technical School

Architectural/Structural Drafting, Charlotte Technical School

Registrations

OSHA 30 Hour Certification
Gulf Coast Builders Exchange Member
USGBC Member

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

The qualifications, clarifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by CONSTRUCTION MANAGER. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by the CITY, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its Exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the guaranteed maximum or fixed price as the case may be.

The following is of list of qualifications and clarifications that were used as a basis for establishing a GMP estimate and schedule timeline for the City of Venice Water Treatment Plant Improvements project.

DIVISION #1 – GENERAL

1. The list of documents as enumerated in **Exhibit D** is the basis for the **GMP Proposal** and schedule timeline. It is also noted that all future revisions to these drawings may necessitate changes to the GMP or project timeline.
2. Notwithstanding any language in the Contract Documents to the contrary, these Clarifications and Qualifications take precedence over the contract documents.
3. This proposal is based on mutual agreement of contract format, terms and conditions by both parties, and is subject to review for cost adjustments due to changes made in the contract before final agreement and execution.
4. This GMP Proposal is based upon accepted “Value Engineering” items as approved from an August 28, 2018 phone conference (Exhibit G). The CONSTRUCTION MANAGER has made assumptions on the work to be value engineered. The scopes for the proposed VE items were communicated to Magnum via redline drawings, sketches and descriptions without the benefit of final engineering or design plans. The CONSTRUCTION MANAGER shall review revised plans to confirm they match the intent of the proposed and accepted Value Engineering costs savings.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

5. Building permit fees and right-of-way-use permit fees have been included as an allowance in the amount of \$42,500.00.
6. The CONSTRUCTION MANAGER has included costs for Builders Risk Insurance as an allowance in the amount of \$17,500.00.
7. The CONSTRUCTION MANAGER GMP Proposal is based on working from the hours of 7 am through 5 pm Monday through Friday.
8. CONSTRUCTION MANAGER has included a Construction Manager Contingency in the amount of \$100,000.00.
9. The GMP includes an Owner Contingency in the amount of \$100,000.00.
10. The GMP Proposal is based upon utilizing Onsite Parking at the project site for CONSTRUCTION MANAGER and our subcontractors. The CONSTRUCTION MANAGER has not included any costs for offsite parking.
11. The GMP Proposal is based upon Onsite Staging, Onsite Dumpster space, and Onsite temporary toilets. The CONSTRUCTION MANAGER has not included any costs for offsite staging.
12. The CITY will provide CONSTRUCTION MANAGER an onsite office location for our Superintendent and Assistant Superintendent to utilize throughout the project duration at no cost to CONSTRUCTION MANAGER. CITY shall also provide an internet connection for CONSTRUCTION MANAGER use in the office space.
13. The GMP Proposal does not include any rework of the existing "Buildings" structure, unless specifically indicated in the drawings and/or specifications.
14. The CONSTRUCTION MANAGER has not included any "Attic Stock".
15. The CONSTRUCTION MANAGER has included any material testing, weld testing, and any additional testing/inspections required as an allowance in the amount of \$30,000.00.
16. Any Allowance Items that may go beyond the allotted allowance shall be paid for via the CONSTRUCTION MANAGER Contingency.
17. CONSTRUCTION MANAGER will require the Architect to provide control points for all building layouts (horizontal & vertical) before we can start shop drawings and/or construction. This control will be used to set the elevations, location, and to reference the control to ensure the buildings are the same size/elevation as per the Construction Documents.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

18. CONSTRUCTION MANAGER has not included providing Record Drawings and/or Asbuilt Drawings to the CITY at the project completion. The CONSTRUCTION MANAGER will provide redline marked up drawings addressing any changes, deviations, etc. to Fawley Bryant Architects for them to prepare the required Record Drawings for the CITY, if required.
19. The following are specifically excluded from the GMP Proposal:
- a. Environmental and Hazardous substance testing. (Handling or Removals)
 - b. Asbestos Remediation.
 - c. Site Security Guard Services.
 - d. Utility Fees, Start-up Utility fees and meter deposits for Hook-up and Services
 - e. Threshold Inspections (these are not Threshold Building's)
 - f. Disposal and replacement of unsuitable soils.
 - g. Primary Utility Service costs (FPL)
 - h. Owner/Architect's office trailer on the project site
 - i. Design Services
 - j. Elevation Certificates
 - k. As-Built Survey
 - l. Imported fill material
 - m. Tree Protection
 - n. Landscaping/Irrigation
 - o. Any Commissioning
 - p. Lightning Protection
 - q. Security Systems/Access Control Systems

DIVISION #2 – SITEWORK

1. The GMP Proposal includes a Helical Anchor Allowance in the amount of \$19,395.00 for any additional helical anchors required due to the existing soil conditions, etc.
2. The GMP Proposal does not include any "Load Tests" for the Helical Anchors. If required, shall be provided by the CITY.
3. The CONSTRUCTION MANAGER has not included any relocation of existing utilities if required due to conflicts with the new building Helical Anchors or foundations. If utility relocations are required, they shall be done by others.
4. Excessive rock removal or demucking has not been included. Excessive rock removal is defined as rocks unable to be removed with a 1 cubic yard (CY) backhoe

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

bucket. All larger rocks in excess of 1 CY will be removed from the site at additional costs determined at time of removal. All demucking of unsuitable soils will be subject to a change order for excavation, removal from site plus additional imported fill and placement, which such costs will be determined at time of discovery and removal. Any unforeseen rocks or unsuitable materials uncovered during construction will be documented with the CITY and removed on a time and material basis.

5. The CONSTRUCTION MANAGER has not been issued any civil drawing info for the Sand Filter coordination as indicated on plan sheet A3.0 (Building B). Any reconfiguration/rework shall be billed towards the Owner's Contingency, if required.

DIVISION #3 – CONCRETE/MASONRY

1. The false columns at Grid Lines 5/6 and at the SE Corner of Building C have no foundation and/or housekeeping curb indicated on the Structural Plans. Architect/Structural Engineer to clarify the details. Any pricing changes to be paid via the CONSTRUCTION MANAGER Contingency.
2. Building C, plan sheet A6.3, Wall Section #2/A6.3 indicates a concrete slab and to refer to Structural. This slab is not on the structural drawings therefore is not included. Architect to provide revised details. Any pricing changes to be paid via the CONSTRUCTION MANAGER Contingency.
3. Building HSP architectural plans and structural plans do not matchup for the new Columns @ grid lines 2,3, 4, & 5 on the current issued plans. CONSTRUCTION MANAGER has included the Structural elements as per supplemental detail dated 7/23/2018 as provided by Hees & Associates.

DIVISION #5 – METALS

1. CONSTRUCTION MANAGER has included the Railings, Decorative Gates and Green Screens as a substitution utilizing a local aluminum subcontractor that will custom make these elements in lieu of purchasing from a manufacturer.
2. Aluminum Gates are included as follow:
 - a. Gates and Fence to have 2" square rails, 1.5" x 1" intermediate rails, 3/4" square pickets with pressed spear tips, and 2.5" square posts.
 - b. Standard hinges and latches.
 - c. Aluminum to have standard color Kynar finish.
3. Aluminum Railing are included as follow:
 - a. 42" guardrails to have 1.5" schedule 40 pipe top cap, 1.25" schedule 40 bottom rail, 1/2" schedule 40 pickets, and 1.5" schedule 80 pipe.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

- b. Handrails fabricated with 1.5" round tube.
 - c. Aluminum to have standard color Kynar finish.
4. Green Screens are included as follow:
- a. Green Screens to have 1.5" square tube frames with ¼" aluminum wire mesh with 4" square holes.
 - b. Aluminum to have standard color Kynar finish.
5. The CONSTRUCTION MANAGER is not doing erection drawings for light gauge metal & wall/ceiling systems or Structural Steel. The CONSTRUCTION MANAGER will provide shop drawings for the structural steel scope and engineered shop drawings for the light gauge metal framing. The CONSTRUCTION MANAGER will provide standard manufacturers cut-sheets, NOA, Florida Product Approvals, etc. for any wall & ceiling systems.

DIVISION #6 – WOOD & PLASTIC

1. The CONSTRUCTION MANAGER excludes any "Wood Corbels". All exterior building trims, corbels, etc. will be foam trims.

DIVISION #7 – THERMAL

1. The Barrel tile concrete tile roof system is based upon tier 1 color scheme only. Any additional charges for any tier above tier 1, will be paid via the Owner's Contingency.
2. The Flat Roof is included as the approved Value Engineering item, to utilize a fully adhered GAF .60 mil TPO tapered flat roof system in lieu of the specified system.
3. General for all (4) buildings - no existing roof deck substrate replacement included - any existing roof deck substrate requiring repair/replacement will be paid via the Owner Contingency. These conditions were not identified in the drawings therefore we cannot account for these costs, if any.

DIVISION #8 – DOORS

1. Aluminum storefront is included as YKK, 2-1/2" x 5" impact YHS50, with YW3N white finish. Glazing is included as 1-5/16" bronze with Low-E. Applied muntins included for fixed framing and doors as indicated. Entrance doors are 35H series impact with manufacturers standard hardware for impact doors including 3-point lock and surface mounted closure. Engineered Shop drawings are not included however manufacturer standard drawings and Florida Product Approvals will be provided.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

2. The GMP Proposal includes (2) SolaMaster Series Solatube 750DS-C (21" daylighting system). Each unit shall consist of the following minimum requirements:
 - a. Acrylic outer dome + polycarbonate inner dome (Florida Product Approved).
 - b. Curb mounted flashing & curb.
 - c. 16" top and bottom angle kit.
 - d. (4) 24" extension tubes (max. run 126" from top of curb).
 - e. (1) 90-degree extension tube.
 - f. Optiview Diffuser Ceiling Kit.

DIVISION #9 – FINISHES

1. The CONSTRUCTION MANAGER has included all exterior light gauge metal framing as 18 gauge and includes engineering.
2. Stucco at metal framing/sheathing will be installed with 2.5lbs/sy self-furring paperback lath over exterior gypsum. All stucco accessories to be vinyl type. All trims, corbels, etc. included as EIFS shapes/bands comprised of type 1 class "A" EPS, detail mesh, base coat and DPR finish.
3. Stucco repairs at Building "C" North elevation are not included as per accepted value engineering. The GMP includes Add Alternate #1, for stucco repairs at the Building C, West Elevation Mansard in the amount of \$1,872.50. Stucco repairs at any other existing building is excluded.

DIVISION #10 – SPECIALTIES

1. The GMP Proposal includes (1) exterior sign at Building "C" only. All other signage is excluded (this includes any building numbers, etc.).
2. Hurricane protection panels have been included as the fabric type only. There were no specifications provided for the hurricane protection elements.

DIVISION #15 – MECHANICAL

1. The CONSTRUCTION MANAGER excludes any repairs to the existing Air Conditioning Units for buildings A, B & C. Any repairs shall be by others or paid via the Owner's Contingency, if required.
2. The CONSTRUCTION MANAGER excludes any sealed engineering tie downs for HVAC equipment. We will provide a general engineered cut sheet with a Florida Product Approval or NOA.

EXHIBIT F
CLARIFICATIONS AND QUALIFICATIONS
VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

3. The CONSTRUCTION MANAGER has excluded the removal (or relocation) of the existing generator muffler/exhaust system, diesel tank vent piping, and diesel tank.
4. The CONSTRUCTION MANAGER excludes providing a new Diesel Fuel Tank and Housekeeping pad as indicated on Building B, Plan Sheet A3.1, as this work is not part of this project scope.
5. CONSTRUCTION MANAGER excludes any work on the existing generator, diesel tank, and switchgear.

DIVISION #16 – ELECTRICAL

1. The GMP Proposal includes the removal and disposal of (1) free standing tower as indicated. All existing tower communications cabling, etc. to be removed by the CITY.
2. The GMP Proposal includes installing new fiber from Building A to Building B. The Headend Equipment was not specified therefore terminations are subject to approval.
3. The CONSTRUCTION MANAGER excludes any Voice/Data wiring or devices (none indicated).
4. Regarding plan sheet, E3.1 - Keyed Note #2, plans do not indicate the video feed drops, etc. therefore we have excluded this work. Once the scope has been established via updated Electrical Plans, the work will be paid via the Owner Contingency. The CATV Service provider to install underground service via Directional Boring - no roadway patching included for this scope of work.
5. The CONSTRUCTION MANAGER excludes any new Fire Alarm Systems, Security Cameras, Access Controls wiring or devices and/or equipment.
6. The GMP Proposal includes the “Lantern” style lights as “Philips Hadco V8915-A-B4-N-X-LED-120-S” as provided by via email dated 2/14/2018 from Chip Swider with Fawley Bryant Architecture.

EXHIBIT G VALUE ENGINEERING

CITY OF VENICE WATER TREATMENT PLANT BUILDING IMPROVEMENTS

COST SAVING OPTIONS

Description	Value	results from 8/28/18 meeting				
		Status			Accepted Values	Pending Values
		Accepted	Rejected	Pending		
VE #1 Reduce metal trusses, metal framing, plywood, stucco & reduce tile roof & increase flat roof - Building B	(\$54,750)	X			(\$54,750)	
VE #2 Reduce metal trusses, metal framing, plywood, stucco & reduce tile roof & increase flat roof - Building HSP	(\$32,600)		X			
VE #3 Remove "Green Screens" from Building HSP	(\$2,966)		X			
VE #4 Deduct Builders Risk Insurance, Insurance provided by the City of Venice.	(\$18,725)		X			
VE #5 Deduct temporary jobsite office trailer - City of Venice to provide onsite office space in one of the buildings	(\$13,455)	X			(\$13,455)	
VE #6 Deduct internet service for temp. jobsite office - City of Venice to provide onsite internet access.	(\$1,391)	X			(\$1,391)	
VE #7 Deduct Threshold Inspections from CM Scope - EOR to provide the structural steel inspection services.	(\$21,400)		X			
VE #8 Omit the "Green Screens" from Building B.	(\$8,898)		X			
VE #9 VE exterior lantern style light fixtures to something more economical - TBD. (28 each total)	(\$37,500)		X			
VE #10 Omit existing stucco repairs @ Building C North Elevation	(\$8,828)	X			(\$8,828)	
VE #11 Utilize GAF .60 mil TPO roof system in lieu of specified Fibertite roof system.	(\$13,840)	X			(\$13,840)	
Total Cost Savings (possible)					Totals	(\$92,264)

EXHIBIT G
SUBCONTRACTOR LIST
City of Venice Water Treatment Plant Building Improvements

DIVISION #2 – SITEWORK

1. Eagle Site Development
2. Forristall Enterprises
3. Earth Tech, LLC.

DIVISION #3 – CONCRETE/MASONRY

1. Trinity Concrete, Inc.

DIVISION #5 – METALS

1. United Structures
2. United Steel Works, Inc.
3. Seminole Machine & Welding, Inc.
4. Mullets Aluminum Products, Inc.

DIVISION #6 – WOOD & PLASTIC

1. Commercial Contracting Systems, Inc.

DIVISION #7 – THERMAL

1. CRM South Roofing Solutions

DIVISION #8 – DOORS/WINDOWS/SKYLIGHTS

1. Heritage Glass, Inc.
2. Suncoast Commercial Door & Hardware
3. Specified Architectural Systems, Inc.

EXHIBIT G
SUBCONTRACTOR LIST
City of Venice Water Treatment Plant Remodel

DIVISION #9 – FINISHES

1. Commercial Contracting Systems, inc.
2. Lee Drywall, Inc.
3. Tuff Mudders, Inc.
4. Service Contracting Solutions, Inc.

DIVISION #10 – SPECIALTIES

1. Jansen Specialties and Shutters
2. H&H Signs, Inc.

DIVISION #15 – MECHANICAL

1. Circle Plumbing, Inc.
2. Power Air Conditioning, Inc.

DIVISION #16 – ELECTRICAL

1. NCN Electric, Inc.

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

Attached to and part of BOND NO. 0220512

In Compliance with Florida Statutes Chapter 255.05 (1)(a), Public Work. All other Bond page(s) are deemed subsequent to this page regardless of any number(s) that may be pre-printed thereon.

CONTRACTOR: Magnum Builders of Sarasota, Inc.
4545 Northgate Ct.
Sarasota, FL 34234
941-351-5560

SURETY:	Berkley Insurance Company 475 Steamboat Road Greenwich, CT 06830 203-542-3800	Mailing Address for Notices 412 Mt. Kemble Ave., Suite 310N Morristown, NJ 07960 866-768-3534
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AGENT: Nielson, Wojtowicz, Neu & Associates, Inc.
1000 Central Avenue, Suite 200
St. Petersburg, FL 33705
727-209-1803

OBLIGEE: City of Venice
401 W. Venice Avenue
Venice, FL 34285
941-486-2626

PROJECT: ITB # 3046-16: WTP Building Improvements, Venice Florida

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

PUBLIC WORKS PAYMENT BOND

Bond No. 0220512

KNOW ALL MEN BY THESE PRESENTS:

THAT Magnum Builders of Sarasota, Inc., as Principal, hereinafter called Contractor; and Berkley Insurance Company, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Oblige, hereinafter called the City, in the amount of (\$ ^{3,826,158.00} Three Million Eight Hundred Twenty-Six Thousand One Hundred Fifty-Eight Dollars and No/100's) /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20__, entered into a Contract with the City for the following described project: **ITB# 3046-16 WTP Building Improvements** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this 5th day of October, A.D., 2018.

IN THE PRESENCE OF:

CONTRACTOR
Magnum Builders of Sarasota, Inc.

Jacqueline M. Busch

BY: [Signature]

INSURANCE COMPANY
Berkley Insurance Company

BY: [Signature]

Agent and Attorney-in-Fact
Kevin R. Wojtowicz

PUBLIC WORKS PERFORMANCE BOND

Bond No. 0220512

KNOW ALL MEN BY THESE PRESENTS:

THAT Magnum Builders of Sarasota, Inc., as Principal, hereinafter called Contractor; and Berkley Insurance Company, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ 3,826,158.00) & Three Million Eight Hundred Twenty-Six Thousand One Hundred Fifty-Eight Dollars and No/100's /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20__, entered into a contract with the City of Venice for the following described project: **ITB# 3046-16 WTP Building Improvements** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this 5th day of October, AD., 2018

IN THE PRESENCE OF:

CONTRACTOR

Magnum Builders of Sarasota, Inc.

Jacqueline W. Burch
INSURANCE COMPANY
Berkley Insurance Company

BY: [Signature]

BY: [Signature]

Agent and Attorney-in-Fact Kevin R. Wojtowicz

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin R. Wojtowicz; John R. Neu; or David R. Turcios of Nielson & Company, Inc. of St. Petersburg, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____, 2016.

(Seal)

Andrew M. Tuma
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.